

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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Court of Appeals, District of Columbia

APRIL TERM, 1900.

No. 982.

13

THE UNITED SECURITY LIFE INSURANCE AND TRUST
COMPANY OF PENNSYLVANIA, APPELLANT,

vs.

HATTIE A. BOND.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED APRIL 2, 1900.

COURT OF APPEALS OF THE DISTRICT OF COLUMBIA.

APRIL TERM, 1900.

No. 982.

THE UNITED SECURITY LIFE INSURANCE AND TRUST
COMPANY OF PENNSYLVANIA, APPELLANT,

vs.

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APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

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In the Court of Appeals of the District of Columbia.

THE UNITED SECURITY LIFE INSURANCE AND TRUST Company of Pennsylvania, Appellant, vs. HATTIE A. BOND.	}	No. 982.
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a In the Supreme Court of the District of Columbia.

HATTIE A. BOND, Complainant, vs. THE UNITED SECURITY LIFE INSURANCE and Trust Company of Pennsylvania, Def't.	}	In Equity. No. 18517.
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UNITED STATES OF AMERICA, { ss :
District of Columbia, }

Be it remembered that in the supreme court of the District of Columbia, city of Washington, District of Columbia, at the times hereinafter mentioned, among others, were the following proceedings:

1 *Original Bill. Filed July 30, 1897.*

In the Supreme Court of the District of Columbia.

HATTIE A. BOND, Complainant, vs. THE UNITED SECURITY LIFE INSURANCE and Trust Company of Pennsylvania, Defendant.	}	In Equity. No. 18517, Docket No. —.
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The bill of complaint of the above-named complainant, Hattie A. Bond, respectfully shows to the court as follows:

1. That she is the widow of John H. Bond, hereinafter mentioned, and is a citizen of the United States and a resident of the District of Columbia; that the said defendant, The United Security Life Insurance and Trust Company of Pennsylvania, is a body corporate, duly incorporated under the laws of the State of Pennsylvania, doing business and having an agent in the District of Columbia.

2. That on March 8, 1893, and prior thereto, one John H. Bond, the husband of complainant, was the owner in fee-simple of a parcel of land lying and situate in the city of Washington, District of

Columbia, known and described as lot one hundred and ninety-six (196), in Groff's subdivision of lots, in square two hundred and seventy-one (271), improved with a two-story brick house, known as No. 2214 Twelfth street northwest; that the said defendant, The United Security Life Insurance and Trust Company of Pennsylvania, is engaged in the business of life insurance and loaning money upon real estate; that the plan of its said business is to loan money secured by deed of trust upon real estate with the stipulation and agreement that a certain sum of money shall be paid monthly for a term of twenty years by the owner of the property to whom the loan is made, if such owner shall live so long; otherwise only so long as he lives and no longer—that is to say, the said defendant company insures the life of the owner of the real estate in the full amount advanced, and by means of the aforesaid monthly payments reimburses itself for the risk upon the life of such owner as well as secures payment to itself of interest upon the amount advanced.

2 3. That on March 8, 1893, the said John H. Bond, being the owner of the land and premises hereinbefore mentioned, conveyed the same by a deed of trust (your complainant, his wife, uniting therein) to William E. Edmonston and Constantine H. Williamson in trust to secure a certain bond executed by him, the said John H. Bond, bearing the date aforesaid, in the penal sum of \$4,400, in favor of the said defendant, The United Security Life Insurance and Trust Company of Pennsylvania, which said deed of trust was duly recorded in Liber No. 1788, folio 173 *et seq.*, of the land records of the District of Columbia, and thereupon, in consideration thereof, the said defendant advanced to the said Bond the sum of \$2,200, and the said Bond and the said defendant entered into a written agreement, mentioned in the aforesaid bond and deed of trust (a true copy whereof is filed herewith, marked Exhibit No. 1, which is prayed to be taken and considered as a part hereof), which provided, among other things, that the said Bond should pay to the said defendant "for the term of twenty years from the date hereof, if the said party of the first part, the said John H. Bond, lived so long; otherwise only so long as he lives, and no longer," monthly payments of \$21.10 each on the 11th day of each and every month, beginning March 11, 1893; that part of said monthly payment represented the insurance premium on the life of said Bond, and the balance represented interest on said money advanced.

4. That the said John H. Bond made payment of said sum of \$21.10 for the first month to the said defendant on March 13, 1893, and for the second month on April 8, 1893, but thereafter, beginning with the third payment of said monthly sums, the said payments were never made on the 11th day of the month (when they were due and payable according to the terms of said contract), but the said defendant allowed the said Bond to pay the same after they became due and payable, and it uniformly accepted such payments from him after the same were overdue; and complainant avers and charges that

said Bond made to the said defendant company thirty-five (34) payments of the aforesaid monthly sums of money, thirty-two (32) of which said payments were made after the same were due and payable, as aforesaid—that is to say, the third payment, due May 11, 1893, was paid May 29, 1893; the fourth payment, due June 11th, was paid July 1st; the fifth payment, due July 11th, was paid August 3d; the sixth payment, due August 11th, was paid September 5th; the seventh payment, due September 11th, was paid September 23d; the eighth payment, due October 11th, was paid October 17th; the ninth payment, due November 11th, was paid November 29th; the tenth payment, due December 11th, was paid December 30th; the eleventh payment, due January 11, 1894, was paid January 31st; the twelfth payment, due February 11th, was paid March 1st; the thirteenth payment, due April 11th, was paid April 3d; the fourteenth payment, due April 11th, was paid on a subsequent date; the fifteenth payment, due May 11th, was paid June 6th; the sixteenth payment, due June 11th, was paid June 30th; the seventeenth payment, due July 11th, was paid August 31st; the eighteenth payment, due August 11th, was paid August 31st; the nineteenth payment, due September 11th, was paid October 31st; the twentieth payment, due October 11th, was paid November 27th; the twenty-first payment, due November 11th, was paid February 18th, 1895; the twenty-second payment, due December 11th, was paid March 5th; the twenty-third payment, due January 11th, 1895, was paid April 30th; the twenty-fourth payment, due February 11th, was paid May 30th; the twenty-fifth payment, due March 11th, was paid July 12th; the twenty-sixth payment, due April 11th, was paid August 21st; the twenty-seventh payment, due May 11th, was paid

4 September 21st; the twenty-eighth payment, due June 11th, was paid November 11th; the twenty-ninth payment, due July 11th, was paid December 10th; the thirtieth payment, due August 11th, was paid January 15, 1896; the thirty-first payment, due September 11th, was paid February 15, 1896; the thirty-second payment, due October 11th, was paid March 31st, 1896; the thirty-third payment, due November 11th, was paid May 31st, 1896; the thirty-fourth payment, according to the terms of said contract, was due on December 11th, 1895, and the same was paid by the said Bond on the 9th day of June, 1896, and such payment was accepted by the said defendant company. The said defendant company condoned the aforesaid failures to pay the said monthly sums as the same became due, and never exercised its right to declare a forfeiture under the agreement aforesaid, and never notified the said Bond that it would claim any such forfeiture, but, on the contrary, by its actions induced him to make such payments after the same were, as aforesaid, overdue.

5. That on June 24, 1896, the said John H. Bond departed this life in the city of Washington, D. C., leaving him surviving your complainant, Hattie A. Bond, his widow. The said John H. Bond in and by his last will and testament, duly executed to pass real estate, devised the aforesaid land and premises to this complainant,

his widow, as aforesaid, in fee-simple, and since the date last aforesaid she has been and still is in possession of the said land and premises.

6. That on or about June 29, 1896, this complainant caused to be tendered to the defendant, The United Security Life and Insurance and Trust Company of Pennsylvania, the sum of \$128.78, being the entire amount of monthly payments due by the said John H. Bond under the agreement hereinbefore stated; which said payment, under the agreement aforesaid, would entitle this complainant to have from the defendant company a release of the aforesaid deed of trust, but the said defendant declined and refused to receive the same.

5 7. The said defendant was duly notified of the decease of the said John H. Bond, and was requested to cancel and release the aforesaid deed of trust, but it declined and still declines so to do, falsely and inequitably claiming that the said Bond was in default under said agreement and owed the said company on June 15, 1896, the sum of \$2,098.32, as appears by the statement issued by said defendant, hereto annexed, marked "Exhibit No. 2." The said company caused the said property to be advertised for sale under the aforesaid deed of trust by the said trustees, William E. Edmonston and Constantine H. Williamson, and they on or about April 26, 1897, sold the said land and premises at public auction to the said defendant company at and for the sum of \$2,300, and thereafter the said trustees, by deed duly recorded among the land records of the District of Columbia, in Liber No. 2205, folio 406, conveyed the same in fee-simple to said defendant company.

8. On July 7, 1897, the said defendant company caused to be left upon said premises a notice to quit the said land and premises, addressed to this complainant, at the expiration of thirty days from the service of such notice. The said notice is herewith filed, marked "Exhibit No. 3," and prayed to be taken and considered as a part hereof, and the said company threatens to proceed against this complainant at the expiration of said notice to dispossess her of said land and premises under the landlord and tenant law in force in this District.

9. This complainant avers and charges that the conveyance of the said land and premises by the said trustees to the said defendant and the record of the same is a cloud upon her title and unjustly interferes with her ownership thereof; that the said trustees were without power or authority to advertise the said land or to sell or convey the same under the aforesaid deed of trust; that the said bond secured by the said deed of trust was fully satisfied, cancelled, and avoided by the death, as aforesaid, of the said 6 John H. Bond, and that this complainant is entitled to have the aforesaid deed of trust, bond, and the said conveyance to said defendant by the said trustees vacated, set aside, and cancelled of record and for naught held and decreed.

10. The complainant herewith brings into court the aforesaid sum of \$128.78, so as aforesaid tendered to the said defendant on June

29, 1896, that being the entire amount due to said defendant under the agreement aforesaid.

The premises considered, your complainant prays as follows :

1. That the United Security Life Insurance and Trust Company of Pennsylvania may be made defendant to this bill.

2. That the writ of subpœna may issue against the said defendant, requiring it to appear upon a day certain and answer the foregoing bill and abide by and perform the decree of the court in the premises.

3. That the said defendant may be perpetually enjoined and restrained from proceeding against this complainant under the notice to quit, as aforesaid, or from taking any proceeding to interfere with complainant's possession of said land and premises based upon the conveyance by the said trustee to it of the land and premises aforesaid.

4. That the deed of trust executed by the said John H. Bond and this complainant on March 8, 1893, and the bond secured thereby mentioned in paragraph three of this bill, and the conveyance by the said trustees, William E. Edmonston and Constantine H. Williamson, to the said defendant referred to in paragraph seven of this bill may be decreed to be cancelled, vacated, annulled, and released.

7 5. That the complainant may have such other and further relief as the nature of the case may require.

HATTIE A. BOND.

ANDREW B. DUVALL,
Solicitor for Complainant.

DISTRICT OF COLUMBIA, *set* :

Personally appears Hattie A. Bond, who, being first duly sworn, deposes and says that she has read the foregoing bill by her subscribed and knows the contents thereof; that the matters and things therein stated on information and belief she verily believes to be true.

HATTIE A. BOND.

Subscribed and sworn to before me this 28th day of July, A. D. 1897.

[SEAL.]

MELVILLE D. HENSEY,
Notary Public, D. C.

6

THE UNITED SECURITY LIFE INSURANCE AND

8

Exhibit No. 1 to bill same as Exhibit No. 3 to answer.

EXHIBIT No. 2.

United Security Life Insurance and Trust Company of Pa.; office,
603 and 605 Chestnut street.

PHILADELPHIA, 6, 15, 1896.

Statement of Settlement Value.

Name, John H. Bond. No. 2093.

Amount advanced March 11, 1893.....	\$2,200
Cash surrender value of policy Jan'y 11, 1896.....	101.68
	<hr/>
Settlement value, payable Jan'y 11, 1896	\$2,098.32
Unpaid premiums due.....	
Interest @ 6 per cent. on \$2,098.32 from Jan'y 11, 1898...	
Satisfaction fee.....	

Approved.

FRANCIS H. HEMPERLEY, *Actuary.*

Paid.

— — —, *Cashier.*

9

EXHIBIT No. 3.

JANUARY 30, 1897.

To Hattie E. Bond, as the occupant of house No. 2214 Twelfth street
northwest, city of Washington, District of Columbia:

Having purchased lot one hundred and ninety-six (196) in Groff's
subdivision of lots, in square two hundred and seventy-one (271), in
the city of Washington, District of Columbia, upon which is situ-
ated house known as number twenty-two hundred and fourteen
Twelfth street northwest, in said city and District, and as we desire
possession of said premises, we hereby give you notice to remove
from and quit the same at the expiration of thirty days from the
service of this notice.

UNITED SECURITY LIFE IN-
SURANCE AND TRUST COM-
PANY OF PENNSYLVANIA,
By WM. VERNER, *President.*

Attest: FRANCIS HENDERSON, *Secretary.*

10

Amendment to Bill. Filed Aug. 2, 1897.

In the Supreme Court of the District of Columbia.

HATTIE A. BOND, Complainant,

vs.

THE UNITED SECURITY LIFE INSURANCE
and Trust Company of Pennsylvania, De-
fendant.

} Equity. No. 18517.
}

With leave of the court first had, the complainant amends her bill filed herein by adding to paragraph seven of her said bill the following:

This complainant further avers and charges that on said April 26th, 1897, the day advertised for the sale of said land and premises by said trustees, Edmonston and Williamson, before the said trustees had proceeded with the sale, and immediately after the auctioneer had read the advertisement of sale, she caused to be read to the said trustees and all concerned a written notice in the words and figures following:

To Constantine H. Williamson and William E. Edmonston, trustees,
and to whom it may concern:

Take notice that the deed of trust dated March 8, 1893, and recorded in Liber 1788, folio 173, of the land records of the District of Columbia, whereby John H. Bond and Hattie A. Bond, his wife, conveyed lot 196, in Groff's recorded subdivision of lots, in square 271, in the city of Washington, D. C., to Constantine H. Williamson and William E. Edmonston, to secure the payment of a certain bond in favor of the United Security Life Insurance and Trust Company of Pennsylvania, has been fully satisfied, and that said
11 trustees have no right or power to make any sale under said deed of trust, and that I, sole devisee of said John H. Bond, now deceased, am entitled to have the said land released from said deed of trust; and take further notice that I will contest and have set aside any sale made by said trustees under said deed of trust.

HATTIE A. BOND.

Nevertheless the said trustees disregarded the said notice, and they and the said defendant, intending to harrass and injure the complainant and to cloud her title to said land, forthwith wrongfully and inequitably proceeded to sell and sold said land and premises to the said defendant, as aforesaid.

And this complainant hereby reaffirms the matters and things in her original bill set forth, and prays for the relief therein stated and for general relief.

HATTIE A. BOND.

A. B. DUVALL,

Sol'r for Complainant.

I do solemnly swear that I have read the foregoing amendment by me subscribed and know the contents thereof; that the matters and things stated therein of my own knowledge are true and those stated upon information and belief I believe to be true.

HATTIE A. BOND.

Subscribed and sworn to before me this 31st day of July, A. D. 1897.

A. LEFTWICH SINCLAIR,

Notary Public, D. C.

[SEAL.]

12

Answer. Filed Oct. 19, 1897.

In the Supreme Court of the District of Columbia.

HATTIE A. BOND, Complainant,

vs.

THE UNITED SECURITY LIFE INSURANCE	} In Equity. No. 18577.
and Trust Company of Pennsylvania,	
Defendant.	

The answer of the United Security Life Insurance and Trust Company of Pennsylvania to the bill of complaint of Hattie A. Bond, complainant.

To the supreme court of the District of Columbia, holding a special term in equity:

This defendant, now and at all times hereafter saving to itself all and all manner of benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties, and imperfections in the said bill of complaint contained, for answer thereto, or to so much thereof as this defendant is advised it is material or necessary for it to answer to, answering, saith:

I. Answering the first paragraph of said bill of complaint, it says it is informed and believes, and therefore admits, that the complainant is the widow of John H. Bond referred to in the said bill of complaint, and that she is a citizen of the United States and a resident of the District of Columbia, and that this defendant is

13 a body corporate, duly incorporated under the laws of the State of Pennsylvania, and is doing business and has an agent in the District of Columbia.

II. Answering the second paragraph of the bill of complaint, it admits that on the 8th day of March, 1893, and prior thereto the said John H. Bond, the husband of the complainant, was the owner in fee-simple of the improved piece or parcel of ground lying and situate in the city of Washington, District of Columbia, described in the second paragraph of the bill of complaint.

It admits that it is now and for some time past has been engaged in the business of life insurance, and also in loaning money on real-estate security.

It does not admit that the plan of its said business is correctly set forth in the said second paragraph of the bill of complaint.

III. It admits that the said John H. Bond, being the owner of the land and premises described in the bill of complaint, on the 8th day of March, 1893, conveyed the same by deed, in which the complainant joined, to the trustees named in said deed to secure the full performance of the conditions of the bond of the said John H. Bond referred to in said deed, and of the covenants, promises, and agreements contained in the agreement between the said Bond and this defendant referred to in said deed.

For greater certainty reference is hereby made to said deed
14 as the same is recorded in Liber 1778, folio 175, of the land records of the District of Columbia. True copies of said deed of trust and of said bond and of said agreement, each of which is numbered 2093, are filed herewith, marked respectively U. S. L. I. & T. Co., Exhibits 1, 2, and 3, and it is prayed that the same may be taken and considered as a part of this answer.

The aforesaid agreement is an agreement for the insurance of the life of the said John H. Bond, under and by the terms of which the defendant was to pay and did pay to the said Bond on the said 8th day of March, 1893, the sum for which said insurance was effected, to wit, the sum of twenty-two hundred dollars (\$2,200.00), which said sum was paid to the said Bond at the time the said agreement was made—that is, at the beginning of the term of insurance instead of at the end of said term or on the death of said Bond.

And in and by said agreement the said Bond agreed to pay to the defendant on the 11th day of every month, beginning on the 11th day of March, 1893, and continuing to and including the 11th day of February, 1912, the sum of \$21.10, being for a term of twenty years, if the said Bond should live so long; otherwise only so long as he should live, and no longer.

In and by said agreement it was further provided that if the said Bond should during his lifetime desire to terminate said contract before the expiration of said term of twenty years, this defendant,
15 upon the payment to it by the said Bond of all costs and expenses incurred and expended in respect of the trust created by the aforesaid deed of trust, would direct a release of the land and premises described therein and the return of said bond, and that the amount then due to the defendant in any year should be the amount due according to the computed surrender value tables of the defendant in use at the date of said agreement, and that said tables should at all reasonable times be accessible to the said Bond at the office of the defendant.

Said agreement further provides that in case of the violation by the said Bond of any of the covenants and promises contained therein, then that the said bond therein referred to should become due and payable, and that the amount then due should be collectible by the defendant by due process of law.

The said bond, given in the penal sum of \$4,400, provides in respect of said agreement that if default is made in any of the pay-

ments therein specified on the day it becomes due according to the terms of said agreement, or if any covenant, promise, or agreement in said agreement contained is broken, then that the whole principal debt shall, at the option of the defendant, its successors or assigns, become due and payable immediately, and that payment of the said principal debt may be enforced and recovered at once.

In and by said deed of trust it is provided that if default is made in the performance and fulfillment of any or either of the conditions of said bond or the covenants, promises, and agreements of said agreement, "or in the payment, when due, of either of
16 the aforesaid payments or sums of money," then and in either of said events it should be the duty of the trustees therein named to proceed to make sale of said premises and to apply the proceeds of sale, after paying the costs and expenses specified, to the payment of the said principal debt, whether then due or not, with interest thereon to the date of payment, and to pay over the surplus to the said Bond, his executors, administrators, or assigns.

This defendant therefore denies that each of said monthly payments provided by said agreement represented in part insurance premiums and in part interest on the said sum of money so paid to the said Bond, as aforesaid, but avers the fact to be that the several sums of money mentioned in said agreement constituted the consideration which the said Bond agreed to pay to the defendant for and in respect of said contract of life insurance, the amount of which was paid to the said Bond at the beginning of said term of twenty years, as aforesaid.

IV. Further answering the bill of complaint, this defendant admits that the said Bond made said monthly payments substantially as stated in the fourth paragraph of the bill of complaint, but it avers that the statements in said paragraph are not entirely accurate, and that some of said payments were not made by the said Bond, but were made by Thomas G. Hensey and Company, agents of said Bond, and this defendant calls for and requires the production of the receipts which were given by this defendant for said payments.

17 It admits that it has received in respect of said agreement thirty-four payments of \$21.10 each, amounting in all to the sum of \$717.40.

The last of said payments of \$21.10 was made on the 9th day of June, 1896, and at that time and after said payment was made there was still due and unpaid five of said monthly payments, each for the sum of \$21.10, and that ten days after said last payment was made—that is to say, on the 11th day of June, 1896—another of said monthly payments became due, so that at the time of the death of the said Bond on the 24th day of June, 1896, hereinafter mentioned, there were due and unpaid to this defendant under said agreement six monthly payments, each for the sum of \$21.10, amounting in all to \$126.60, which were not paid or tendered to this defendant nor was any part thereof paid or tendered to it or to its agent by the said Bond, or by any one on his behalf, prior to the said 24th day of June, 1896, the day of the death of the said Bond.

This defendant denies that it condoned the said failure of the said Bond to pay the said monthly sums as they respectively became due. It denies that it never exercised its right to declare a forfeiture under said agreements. It denies that it never notified the said Bond that it would claim such forfeiture. It denies that by its action it induced the said Bond to make the payments provided for by said agreement after the same were overdue.

It avers the truth to be that by the said agreement the said Bond was informed and well knew that upon his failure to make
18 any one of the aforesaid payments at the time and on the day it became due the insurance upon his life ceased, and that the principal sum named in said agreement thereupon became due and payable to this defendant, and that as this defendant is informed and believes, and on information and belief charges, that after certain of the earlier of the said monthly installments became due and remained unpaid, the said Bond was duly notified by one or more printed notices that all insurance upon his life had terminated.

It further avers the truth to be that the defendant prepared and caused to be sent to the said Bond statements showing the amount due to this defendant from the said Bond, bearing date Feb'y 18, 1895; October 10, 1895; December 24, 1895, and June 15, 1896, and that the first three of said notices showed upon their face that the said contract and agreement had no settlement value within three years from its date or from the date when said sum of \$2,200 was paid to the said Bond, and that the last showed upon its face that although the three years' limitation had not quite expired, that a settlement value would be allowed upon payment of the amount shown by the notice to be due. Said notices are, as this defendant supposes, in the possession of the complainant, and this defendant calls for their production and for the production of all other notices and letters received by the said Bond from this defendant or its agent.

It avers that it is informed and believes, and on information and belief charges, that on several occasions after defaults made by the said Bond in said monthly payments the agent of this de-
19 fendant in Washington notified the said Bond that insurance upon his life had terminated, and that all payments of overdue installments made by the said Bond were made by him to the said agent, with notice and upon full information that his life insurance was not thereby reinstated, but that said payments would be applied to the amount due in respect of said sum, \$2,200, so paid to the said Bond on the 11th of March, 1893, and that the payments of the installments overdue were paid by the said Bond and were by him declared to said agent to be made in the hope and belief entertained by the said Bond and expressed to said agent that he, the said Bond, would be able to pay the first thirty-six installments, whereby the said contract would have a surrender value, and that the said Bond could then obtain the benefit thereof.

The last five or six of the installments mentioned in the bill of

complaint which were paid after they were overdue were paid by Thomas G. Hensey and Company, claiming to act as the agents of the said Bond, and receipts were given to the said Thomas G. Hensey and Company specifying the particular overdue installments to which the money so received by the defendant was applied, and the said Thomas H. Hensey and Company were informed by said agent and well knew that the life insurance of the said Bond was not thereby reinstated.

A few days after the death of the said Bond, Thomas G. Hensey, one of the said firm of Thomas G. Hensey and Company, went to the said agent of the defendant in Washington, as this defendant is informed and believes, and informed the said agent
20 of the death of the said Bond, and said to said agent that if he, the said Hensey, had supposed that the said Bond was going to die so soon he, the said Hensey, would have paid up said Bond's arrears in full, but the said Hensey made then no tender of any sum of money to said agent.

V. It admits that the said Bond died in the city of Washington on or about the 24th day of June, 1896, leaving surviving him the complainant, his widow, but it does not admit that the complainant is the devisee of the said Bond, and requires strict proof of the allegations relative to the rights of the complainant as devisee of the said Bond, contained in the fifth paragraph of the bill of complaint.

VI. It admits the tender set forth in the sixth paragraph of the bill of complaint as having been made at the time therein stated, but it denies that said tender did entitle, and that the said tender, if accepted, would have entitled, the complainant to the release to the complainant of the deed of trust described in the bill of complaint.

It admits that it declined to receive the money tendered to it, as stated in the sixth paragraph of said bill.

VII. It admits that it was notified of the decease of the said Bond, and was requested to cancel and release the aforesaid deed of trust, and declined and still declines to do so, and that it claimed that the said Bond was in default, and owed the defendant the amount set forth in the exhibit to the bill of complaint marked Exhibit No. 2.

It admits that the defendant caused the property described
21 in said deed of trust to be advertised for sale and sold at public auction and conveyed to this defendant, as set forth in the seventh paragraph of the bill of complaint.

VIII. It admits that it caused to be left on said premises the notice mentioned in the eighth paragraph of the bill of complaint, and was about to proceed against the complainant, as stated in the eighth paragraph of the bill of complaint, to obtain possession of said premises, when the bill of complaint was filed and the order of the court made thereon.

IX. It denies that the conveyance of the said premises to the defendant and the record thereof is a cloud upon the title of the complainant and interferes with her ownership, and it denies that the complainant is the owner of said premises or has any title thereto

It denies that said trustees were without power or authority to advertise said land or sell or convey the same under the said deed of trust. It denies that said bond secured by said deed of trust was fully satisfied, canceled, and avoided by the death of the said John H. Bond, and it denies that the complainant is entitled to have said deed of trust and said bond and conveyance set aside and canceled.

X. And further answering, this defendant says that the said value tables which were used by this defendant at the time said agreement was made were at all reasonable times accessible to the said Bond at the office of the defendant; that at the time of the death
22 of the said John H. Bond the insurance upon his life by this defendant was not in force, but had ceased and determined long before that time; that at the time of his death six of the monthly installments due under and by the terms of the aforesaid agreements were unpaid, as aforesaid; that the defendant had then the right to proceed to the collection of the amount due it under said agreement and to have said deed of trust executed according to its terms, and to buy the property described therein at the sale thereof under said deed of trust, and has now the right to obtain and have possession of said property.

And having fully answered, the defendant prays that it may be hence dismissed with its costs in this behalf sustained.

[SEAL.] UNITED SECURITY LIFE INSURANCE
AND TRUST COMPANY OF PENNSYLVANIA.

FRANCIS HENDERSON, *Secretary.*

NATH'L WILSON,
Solicitor for Defendant.

23 STATE OF PENNSYLVANIA, }
City and County of Philadelphia. }

Be it remembered that on this 14th day of October, A. D. 1897, before the subscriber, a notary public for the Commonwealth of Pennsylvania, residing in the county aforesaid, duly authorized and qualified to administer oaths, personally appeared Francis Henderson, secretary of the United Security Life Insurance and Trust Company of Pennsylvania, who, being duly sworn, deposes and says that he has read the foregoing answer subscribed by him as the secretary of the defendant, the said United Security Life Insurance and Trust Company, and attested by the seal of said company; that of the facts therein set forth he derived knowledge as the secretary of said company; that the facts therein stated upon his personal knowledge are true, and those stated on information derived from others he believes to be true.

FRANCIS HENDERSON.

Sworn to and subscribed before me this fourteenth day of October, A. D. 1897.

[SEAL.]

JESSE WILLIAMS,
Notary Public.

DISTRICT OF COLUMBIA, ss :

Be it remembered that on this 19 day of October, A. D. 1897, before the subscriber, a notary public in and for the District of Columbia, personally appeared Roland L. Goodman, who, being first duly sworn, deposes and says that he is now and has been since April, 1892, the agent in the city of Washington, District of Columbia, of the United Security Life Insurance and Trust Company of Pennsylvania; that he knew John H. Bond, now deceased, referred to in the bill of complaint filed by Hattie A. Bond against the said United Security Life Insurance and Trust Company in the supreme court of the District, in equity No. 18517; that upon default made in the payment of the amounts due from said Bond under his agreement with said company this affiant sent to the said Bond notices of such defaults and requests for payment, and affiant personally notified said Bond on several occasions that his life insurance under the agreement referred to in the bill of complaint was forfeited by reason of the non-payment of the installments due. Said Bond called upon affiant, having in his possession the notices he had so received, and showed them to this affiant, and affiant then explained to the said Bond why the said life insurance had become forfeited, and that, according to the terms of said agreement and the surrender-value tables in the office of said company, said agreement had no surrender value until after thirty-six monthly payments had been made. Said Bond thereupon expressed the purpose to keep on paying said installments until he had paid thirty-six, in order that he might obtain the benefit of the surrender value which
25 would thereby accrue to him. The overdue payments were made by the said Bond for that purpose and with that understanding, and not with the understanding or expectation that his life insurance would thereby be continued in force.

Some time before the death of the said Bond he, the said Bond, came to affiant and said that Thomas G. Hensey & Co. or Mr. Hensey had taken charge of the property described in the bill of complaint and would collect the rents therefrom and would pay affiant the sum of \$21.10 per month to be applied to the installments in arrears until such time as the 36 payments had been completed. Afterwards Mr. Hensey, who had a second trust on said property, made to affiant payments of several installments overdue, taking therefor receipts stating to what payment in arrears they were applicable and to what they were applied. Said Hensey was also informed by affiant and well knew that the life insurance of said Bond was forfeited and no longer in force. After the death of said Bond said T. G. Hensey notified affiant of that event, and said to affiant that if he had known that Bond was going to die he would have paid up all the overdue installments.

Some days after this notification said Hensey made to affiant the

tender stated in the bill of complaint, which affiant declined to receive.

R. L. GOODMAN.

Subscribed and sworn to before me this nineteenth day of October, 1897, at Washington, D. C.

[SEAL.]

SOLON C. KEMON,
Notary Public.

My commission will expire March 30, 1900.

26

EXHIBIT No. 2 TO ANSWER.

Know all men by these presents, that I, *John H. Bond*, of the city of Washington, in the District of Columbia, messenger in U. S. Treasury Department, (hereinafter called the obligor) am held and firmly bound unto the United Security Life Insurance and Trust Company of Pennsylvania, a body corporate, duly incorporated under the laws of the State of Pennsylvania (hereinafter called the obligee), in the sum of four thousand four hundred dollars, current money of the United States of America, to be paid to the said obligee, its successors or assigns, to which payment, well and truly to be made, I do bind and oblige myself, my heirs, executors, and administrators, and every of them firmly by these presents. Sealed with my seal and dated this eighth day of March, in the year of our Lord one thousand eight hundred and ninety-three (1893); which bond is numbered two thousand and ninety-three (2093).

Whereas, the said obligee has paid to the said obligor the sum of two thousand two hundred dollars, current money as aforesaid, and in consideration thereof the said obligor hath entered into an agreement with the said obligee in writing, of even date herewith, and also numbered 2093, whereby the said obligor covenanted, promised, and agreed to and with the said obligee, its successors and assigns, to pay or cause to be paid to it, the said obligee, its successors or assigns, at its office in the city of Philadelphia, in the said State of Pennsylvania, for the term of twenty years from the date thereof, if the said obligor shall live so long, otherwise only so long as he shall live, and no longer, each and every of the payments or sums of money set forth and mentioned in the said agreement, and in the manner and at the dates therein mentioned; and further, to keep and perform such other covenants, promises and agreements as on his part are to be kept and performed.

Now the condition of this obligation is such, that if the above-bounden obligor, his heirs, executors, or administrators, or any of them, do well and truly pay or cause to be paid unto the above-named obligee, its successors or assigns, the aforesaid payments or sums of moneys on the days when they respectively become due, according to the terms of the above-mentioned agreement, and to secure the faithful performance of the covenants, promises, and agreements in the said agreement contained, this bond is entered

into by the said obligor, and if the said obligor, his heirs, executors or administrators do produce to the said obligee, its successors or assigns, or its agent, at its said office, on or before the first day of July of each year occurring during the continuance of a certain deed of trust, given to secure this bond, and also numbered 2093, bearing even date herewith, and intended to be forthwith recorded among the land records of the District of Columbia aforesaid, from the said John H. Bond and Hattie E. Bond, his wife, to William E. Edmonston and Constantine H. Williamson, trustees, their heirs and assigns, as joint tenants, the receipt of the proper officer or officers, showing payment of all taxes and assessments charged against the premises, described and granted in the said deed, and showing payment of all premiums for effecting and keeping during the continuance of the said deed and to the satisfaction of the said obligee, its successors or assigns, a fire insurance in an amount not less than one thousand five hundred dollars on the building or buildings on or to be erected on the said premises, described and granted in the said deed, in the name of the said William E. Edmonston and Constantine H. Williamson, trustees, or the survivor of them, or substituted trustee, for the benefit of the trust created by the said deed, and do deliver the policy or policies of fire insurance to the said obligee, its successors or assigns, and do pay all costs of fire insurance, and do pay all costs and expenses incurred or expended on account of or in protecting the trust created by the said deed, then this bond to be null and void, otherwise to be and

27 remain in full force and virtue:

Provided, however, that if at any time default is made in the payment of any of the aforesaid payments or sums of money on the day when it becomes due according to the terms of the said agreement; or if any covenant, promise, or agreement in said agreement contained is broken; or if failure or refusal is made in the production to the said obligee, its successors or assigns, or its agents at its said office, on or before the first day of July of each year occurring during the continuance of the said deed, of the receipts of the proper officer or officers, showing payment of all taxes and assessments charged against the premises described and granted in the said deed, and showing payment of all premiums for effecting and keeping during the continuance of the said deed, and to the satisfaction of the said obligee, its successors or assigns, a fire insurance as aforesaid; or if failure or refusal is made to deliver the said policy or policies of fire insurance as aforesaid, or to pay all costs of fire insurance as aforesaid; or if default is made in the payment of all costs and expenses incurred or expended on account of or in protecting the trust created by the said deed, then the whole principal debt as aforesaid shall, at the option of the said obligee, its successors or assigns, become due and payable immediately, and payment of said principal debt may be enforced and recovered at once, anything herein contained to the contrary notwithstanding:

And provided further, however, that if at any time default is made in the payment of any of the aforesaid payments or sums of

money on the day when it becomes due, according to the terms of the said agreement; or if any covenant, promise, or agreement in said agreement contained is broken; or if failure or refusal is made in the production of said receipts showing the payment of all taxes and assessments within the time specified, and showing payment of all premiums for effecting and keeping during the continuance of the said deed, to the satisfaction of the said obligee, its successors or assigns, a fire insurance as aforesaid; or if failure or refusal is made to deliver the said policy or policies of fire insurance as aforesaid, or to pay all costs of fire insurance as aforesaid; or if default is made in the payment of all costs or expenses incurred or expended as aforesaid, a writ of *fiери facias* is properly issued upon the judgment obtained upon this bond, an attorney's commission for collection, viz., five per centum, shall be payable, and shall be recovered in addition to all moneys then due, besides cost of suit, charges, and expenses incurred or expended on account of or in protecting the trust created by the said deed.

JOHN H. BOND. [L. s.]

Signed, sealed, and delivered in the presence of us:

B. J. EDWARDS.

G. S. DAVIS.

28 & 29 [Endorsed:] No. 2093. — —, 18—. Bond. John H. Bond to United Security Life Insurance and Trust Company of Pennsylvania.

30

EXHIBIT No. 1 TO ANSWER.

This indenture, made this eighth day of March, in the year of our Lord one thousand eight hundred and ninety-three (1893) numbered two thousand and ninety-three (2093) between *John H. Bond*, of the city of Washington, in the District of Columbia, messenger in U. S. Treasury Department and *Hattie E. Bond* his wife hereinafter designated as the said parties of the first part, and *William E. Edmonston* of the said city of Washington and *Constantine H. Williamson*, of the city of Philadelphia, in the State of Pennsylvania, trustees, hereinafter designated as the said parties of the second part.

Whereas, the United Security Life Insurance and Trust Company of Pennsylvania, a body corporate, duly incorporated under the laws of the said State of Pennsylvania (and hereinafter designated as the said company) has paid to the said John H. Bond the sum of two thousand two hundred dollars, current money of the United States of America, and in consideration thereof the said John H. Bond hath entered into an agreement with the said company in writing, of even date herewith, and also numbered 2093 whereby the said John H. Bond covenanted, promised, and agreed to and with the said company, its successors and assigns, to pay, or cause to be paid, to it, the said company, its successors or assigns, at its

office in the city of Philadelphia, in the said State of Pennsylvania, for the term of twenty years from the date thereof, if the said John H. Bond shall live so long, otherwise only so long as he shall live, and no longer, each and every of the payments or sums of money set forth and mentioned in the said agreement, and in the manner and at the dates therein mentioned; and further, to keep and perform such other covenants, promises, and agreements as on his part are to be kept and performed.

And whereas, the said John H. Bond hath executed and delivered to the said company his certain bond bearing even date herewith, and also numbered 2093 in the penal sum of four thousand four hundred dollars, current money as aforesaid, conditioned for the payment of the aforesaid payments or sums of money, on the days when they respectively become due, according to the terms of the above-mentioned agreement, to secure the faithful performance of which in all respects the said bond was entered into by the said John H. Bond all of which will fully appear by reference to the said bond and agreement, which agreement is signed and sealed in duplicate, one copy thereof being on file in the aforesaid office of the company, and the other in the possession of the said John H. Bond and open to the inspection of all parties, hereafter acquiring or seeking in good faith any interest in the real estate hereinafter described, subject always to the rights created therein by these presents, or by the said bond and agreement.

And whereas, the said parties hereto of the first part are desirous of securing the full and faithful performance of all the conditions of the aforesaid bond, and all the covenants, promises, and agreements in said agreement contained, and the punctual payment of the aforesaid payments or sums of money, as well as all taxes, assessments, cost of fire insurance, and all costs and expenses incurred or expended in or about the trust by these presents created:

Therefore this indenture witnesseth, that the said parties hereto of the first part, in consideration of the hereinbefore-recited premises, for the purpose of carrying into full effect the uses and trusts hereinafter declared, and for and in consideration of five (5) dollars, current money as aforesaid, to them in hand paid by the said parties

31 ties hereto of the second part, receipt of which, in current money as aforesaid, at the date of delivery hereof, is hereby acknowledged, have bargained and sold, granted, enfeoffed, and conveyed, and do hereby bargain and sell, grant, enfeoff, and convey, unto and to the use of the said parties hereto of the second part, their heirs and assigns, as joint tenants, the following-described land and premises, with the buildings, streets, alleys, easements, rights, ways, and appurtenances thereunto belonging, situate and lying in the said city of Washington and District of Columbia, and known and designated as and being all of lot numbered one hundred and ninety-six in Diller B. Groff's subdivision of lots in square numbered two hundred and seventy-one (271) as said subdivision is recorded in the office of the surveyor of the District of Columbia in Book 13, page 147, contained within the following metes and bounds, viz: Beginning for the same at a point on the

west side of Twelfth street west, distant one hundred and forty-five feet northward from the north side of " W " street north and a like distance from the southeast corner of said square ; having a frontage on the said Twelfth street west of fifteen feet by a depth westward of seventy-five feet to a ten-feet wide alley. And being now known as No. 2214, Twelfth street, northwest.

32 To have and to hold the same, with the buildings, streets, alleys, easements, rights, ways, and appurtenances unto and to the use of the said parties hereto of the second part, their heirs and assigns, as joint tenants :

In and upon the uses and trusts following, and to and for no other use, intent, or purpose ; that is to say :

First. During the continuance of this trust, or until a sale or conveyance as hereinafter provided for, to stand seised of said land and premises, unto the use of the said John H. Bond his heirs and assigns, and on full performance of all the conditions of the said bond and all the covenants, promises, and agreements in the said agreement contained, and on full payment of said payments or sums of money, and of all costs and expenses incurred or expended in respect of this trust ; or upon the death of the said John H. Bond occurring within the aforesaid period of twenty years, all the conditions of the said bond and the covenants, promises, and agreements in the said agreement contained having relation to that contingency being fulfilled (or sooner, if directed in writing, under the corporate seal of said company and signature of its president for the time being), to release and reconvey in fee, but without cost or expense to the said parties of the second part, or the survivor of them or substituted trustee, the said granted premises, or so much thereof as shall remain undisposed of as hereinafter provided for, unto the said John H. Bond if he be then living, and if he be then deceased, to the person or persons then claiming the same by, through, or under him.

Secondly. Upon default being made in the performance and fulfillment of any or either of the conditions of the said bond, or the covenants, promises, or agreements in the said agreement contained, or in the payment, when due, of any or either of the aforesaid payments or sums of money, or on failure or refusal of the said John H. Bond to produce to the said company, its successors or assigns, or its agent, at its said office, on or before the first day of July of each year occurring during the continuance of this trust, the receipt of the proper officer or officers, showing payment of all taxes and assessments charged against the said hereinbefore-granted premises, and showing payment of all premiums for effecting and keeping during the continuance of this trust, and to the satisfaction of the said company, its successors or assigns, a fire insurance in an amount not less than one thousand five hundred dollars on the building or buildings, on or to be erected on said described and granted premises, in the name of the said parties of the second part, or the survivor of them or substituted trustee, for the benefit of this trust ; or if failure or refusal is made to deliver the policy or policies

of fire insurance to the said company, its successors or assigns, or to pay all costs of fire insurance; or if default is made in the payment of all costs and expenses incurred or expended on account of or in protecting this trust, the said John H. Bond, in and by the said bond having covenanted, promised, and agreed, and also hereby covenanting, promising and agreeing, for himself and his heirs to effect and preserve such insurance and to pay such taxes, assessments, costs, costs of fire insurance, costs and expenses, then, and in either event, the trustees or trustee acting in the execution of this trust shall have power, and it shall be their or his duty, to sell the said herein-granted premises, or so much thereof as shall be then subject to this trust, at public auction, at such time and place, upon such terms and conditions, with such postponement of sale or resale, and after such previous public notice, as to the said parties of the second part, or the survivor of them, or his heirs or substituted trustee, shall seem best for the interest of all parties concerned; and (the terms of sale being complied with) to convey in fee to, and at the cost of the purchaser, the premises sold, such purchaser being hereby discharged from all liability for the application of the purchase-money; and to apply the proceeds of sale (after paying therefrom all taxes and assessments due, costs of fire insurance, as well as all costs and expenses incurred or expended in respect of this trust and the proper expenses of sale, including a trustee's commission of five per centum on the gross amount of sale) to the payment of the aforesaid principal debt, whether then due or not, with interest thereon to the date of payment, paying over the surplus, if any, to the said John H. Bond his executors, administrators, or assigns.

In testimony whereof, the said parties of the first part -ve hereunto set their hands and seals the day and year first hereinabove written.

JOHN H. BOND. [SEAL.]
HATTIE E. BOND. [SEAL.]

Signed, sealed, and delivered in the presence of us—

B. J. EDWARDS.

G. S. DAVIS.

33 [Endorsed:] Copy. Office of the recorder of deeds, Washington, D. C. No. 2093. — — —, 18—. Deed of trust. John H. Bond and wife to William E. Edmonston and Constantine H. Williamson, trustees. Received for record 9.10 a. m., March 13, A. D. 1893, and recorded in Liber No. 1788, folio 173 *et seq.*, one of the land records of the District of Columbia. Examined by B. K. Bruce, recorder.

DISTRICT OF COLUMBIA, *To wit* :

I, Guy Sidney Davis, a notary public in and for the District of Columbia aforesaid, do hereby certify that John H. Bond and Hattie E. Bond, his wife, parties to a certain deed bearing date on

the eighth day of March, A. D. 1893, and hereto annexed, personally appeared before me, in the District aforesaid, the said John H. Bond and Hattie E. Bond, his wife, being personally well known to me to be the persons who executed the said deed, and acknowledged the same to be their act and deed; and said Hattie E. Bond, being by me examined privily and apart from her husband and having the deed aforesaid fully explained to her by me, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under my hand and notarial seal this ninth day of March, A. D. 1893.

[NOTARIAL SEAL.]

GUY SIDNEY DAVIS,
Notary Public.

34

EXHIBIT No. 3 TO ANSWER.

United Security Life Insurance and Trust Co. of Pennsylvania.

This agreement, made the eighth day of March, in the year of our Lord one thousand eight hundred and ninety-three (1893), numbered two thousand and ninety-three (2093), between John H. Bond, of the city of Washington, in the District of Columbia, messenger in U. S. Treasury Department, hereinafter designated the party of the first part, and the United Security Life Insurance and Trust Company of Pennsylvania, a body corporate, duly incorporated under the laws of the said State of Pennsylvania, hereinafter designated the party of the second part,

Witnesseth, that the said party of the first part, in consideration of the payment to him by the said party of the second part of the sum of two thousand two hundred dollars current money of the United States of America, the receipt whereof is hereby acknowledged, and in further consideration of the covenants, promises, and agreements herein contained on the part of the said party of the second part to be done and performed, hath covenanted, promised, and agreed, and by these presents doth for himself, his heirs, executors, and administrators covenant, promise, and agree, to and with the said party of the second part, its successors and assigns, as follows:

I.

That the said party of the first part shall pay, or cause to be paid, unto the said party of the second part, at its office in the city of Philadelphia, in the said State of Pennsylvania, for a term of twenty years from the date hereof, if the said party of the first part lives so long, otherwise only so long as he lives, and no longer, all of the hereinafter-mentioned monthly payments or sums of money on the days when they respectively become due, in the manner following, viz: . . .

On the 11th day of every month of the 1st year beginning March 11th, 1893, \$21.10.

On the 11th day of every month of the 2d year beginning March 11th, 1894, \$21.10.

On the 11th day of every month of the 3d year beginning March 11th, 1895, \$21.10.

On the 11th day of every month of the 4th year beginning March 11th, 1896, \$21.10.

On the 11th day of every month of the 5th year beginning March 11th, 1897, \$21.10.

On the 11th day of every month of the 6th year beginning March 11th, 1898, \$21.10.

On the 11th day of every month of the 7th year beginning March 11th, 1899, \$21.10.

On the 11th day of every month of the 8th year beginning March 11th, 1900, \$21.10.

On the 11th day of every month of the 9th year beginning March 11th, 1901, \$21.10.

On the 11th day of every month of the 10th year beginning March 11th, 1902, \$21.10.

On the 11th day of every month of the 11th year beginning March 11th, 1903, \$21.10.

On the 11th day of every month of the 12th year beginning March 11th, 1904, \$21.10.

On the 11th day of every month of the 13th year beginning March 11th, 1905, \$21.10.

On the 11th day of every month of the 14th year beginning March 11th, 1906, \$21.10.

On the 11th day of every month of the 15th year beginning March 11th, 1907, \$21.10.

On the 11th day of every month of the 16th year beginning March 11th, 1908, \$21.10.

On the 11th day of every month of the 17th year beginning March 11th, 1909, \$21.10.

On the 11th day of every month of the 18th year beginning March 11th, 1910, \$21.10.

On the 11th day of every month of the 19th year beginning March 11th, 1911, \$21.10.

On the 11th day of every month of the 20th year beginning March 11th, 1912, \$21.10.

II.

That for the purpose of effectually securing the prompt payment, as they mature, of the aforesaid payments or sums of money, as well as for the purpose of securing the performance of the other covenants, promises, and agreements herein contained, the said party of the first part hath, on the date of this agreement, given unto the said party of the second part a certain bond in the penal sum of four thousand four hundred dollars, duly executed and delivered by the said John H. Bond to the said The United Security Life Insurance and Trust Company of Pennsylvania, secured by a deed of trust from the said John H. Bond and Hattie E. Bond, his

wife, to William E. Edmonston and Constantine H. Williamson, trustees (and hereinafter designated the said trustees,) bearing even date herewith, and numbered 2093 of the real estate therein fully and at length described.

35

III.

That the statements and declarations made in the application hereunto annexed, on the faith of which this contract is entered into by the said party of the second part, are warranted to be in all respects true, and without the suppression of any fact relating to the health or circumstances of the said party of the first part that may affect the interests of the said party of the second part.

IV.

That during the aforesaid term of years the said party of the first part shall not, without the written consent of the said party of the second part, reside or travel elsewhere than in or to the United States, Canada, or Europe, and shall not, without such consent, reside or travel in any locality where yellow fever or cholera is prevailing as an epidemic, nor be personally engaged in blasting, mining, or submarine operations, or in the manufacture, handling, or transportation of inflammable or explosive substances, or in service on any railway train, or on a steam or sailing vessel, or in naval or army service in times of war.

V.

That in the case of the violation by the said party of the first part of any of the above covenants, promises and agreements on his part to be kept and performed; or in case of the death of the said party of the first part by his own hand or act within two years from the date hereof; or in case of death in consequence of a duel, or of the violation of law; or in case of the sale or conveyance of the premises described and granted in the said deed of trust without the written consent of the said party of the second part being first had and obtained,—then the above-mentioned bond shall forthwith become due and payable, and the amount then due thereon shall be collectible by the said party of the second part by due process of law. And it is hereby mutually agreed and understood by and between the said parties, that the amount then due on such bond in any year shall be the amount then due according to the computed surrender-value tables of the said party of the second part on the basis in use at the date hereof, which shall at all reasonable times be accessible to the said party of the first part at the office of the said party of the second part, and payment thereof may, at the option of the said party of the second part, be forthwith enforced by sale of the land and premises described and granted in the said deed of trust, or so much thereof as shall be then subject to the trust created by the said deed according to the terms and conditions set forth and contained in the said deed.

And the said party of the second part, in consideration of the faithful performance by the said party of the first part, his heirs, executors, or administrators, of the covenants, promises, and agreements herein contained on their part to be done and performed, doth for itself, its successors and assigns, covenant, promise, and agree to and with the said party of the first part, as follows, to wit:

I.

That if the said party of the first part, his heirs, executors, or administrators, shall truly and faithfully perform in full all the conditions of the said bond, and all the covenants, promises, and agreements herein contained on his and their part to be done and performed, and full payment be made of all costs and expenses incurred or expended in respect to the trust created by the above-recited deed, or upon receipt of satisfactory proof of the death of the said party of the first part occurring within the aforesaid period of twenty years, then or in either event the said party of the second part shall and will direct the said trustees, or the survivor of them, or his heirs or substituted trustee, to release or reconvey in fee, but without cost or expense to the said trustees or the survivor of them, or his heirs or substituted trustee, or the said party of the second part, the land and premises described and granted in the said deed, or so much thereof as shall remain undisposed of, or so much thereof as shall be then subject to the trust created by the said deed, unto the said John H. Bond, or the person or persons then claiming the same by, through, or under him, and return the said bond to the said John H. Bond or the person or persons then claiming the same by, through, or under him.

II.

That if the said party of the first part during his lifetime desires to terminate this contract before the expiration of the aforesaid term of twenty years, the said party of the second part shall and will, upon payment to the said party of the second part by the said party of the first part of all costs and expenses incurred or expended in respect to the trust created by the above-recited deed, direct a release of the land and premises described and granted in the said deed, or so much thereof as shall remain undisposed of, or so much thereof as shall be then subject to the trust created by the said deed, unto the said John H. Bond, or the person or persons then claiming the same by, through, or under him, at the cost and expense of the said party of the first part; and will return the said bond as above mentioned. And it is hereby agreed and understood by and between the said parties, that the amount then due in any year shall be the amount due according to the computed surrender-value tables of the said party of the second part on the basis in use at the date hereof, which shall at all reasonable times be accessible to the said party of the first part at the office of the said party of the second part.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

[CORPORATE SEAL.] JOHN H. BOND. [SEAL.]
Attest: WM. VERNER, *President*.
FRANCIS HENDERSON, *Secretary*.

Signed, sealed, and delivered in the presence of us:

B. J. EDWARDS,

G. S. DAVIS,

As to J. H. Bond only.

36 *Application to the United Security Life Insurance and Trust Company of Pennsylvania.*

I hereby apply to the United Security Life Insurance and Trust Company of Pennsylvania for \$2,200.00. I warrant and agree that I am temperate in my habits, now in good health, and ordinarily enjoy good health, and am, to the best of my knowledge and belief, in sound physical and mental condition, and a satisfactory risk for said company.

Dated at Washington this 2nd day of March, 1893.

(Signed)

JOHN H. BOND,
Signature of Applicant,
2214 12th St.

Questions to be Answered by the Applicant.

1. A. Give your name in full and post-office address. A. Name: John H. Bond; address: Town, Wash'n, D. C.; county, —; State, D. C.

B. Present and previous occupations? (State the *kind* of business.) B. Present, messenger Treas. Dept.; previous, same.

C. If a married woman, state your maiden and husband's name. C. Maiden name, —; husband's name, —.

3. Give the place and date of your birth. Born at Prince George's county, of State of Maryland, 5th day of Oct., 1848. Age, nearest birthday, 45.

4. Are you married, single, widower, or widow? Married.

5. State, as far as you know, the following particulars in regard to your grandparents, parents, brothers, and sisters:

	Age if living.	State of health.	Age at death.	Cause of death.	How long sick.	Previous health.
Father's father.....			Don't know.			
Father's mother.....			Do.			
Mother's father.....			Do.			
Mother's mother.....			Do.			
Father.....			Ab't 30.....	Killed in accident.	Good.
Mother.....			32	Typhoid fever.	"

	Total.	Living.	Ages.	Present and past health.	Dead.	Ages.	Of what disease did they die?
B. How many full brothers have you had?							
C. How many full sisters?	3	40, 36, 30	Good.			

6. A. Have you your life insured in this or any other company? (If so, give the name of each company and the kind and amount of each policy.) A. Washington Beneficial, 200.

B. Have you ever applied to any company or agent for insurance without receiving a policy of the exact kind and amount applied for? Or are there any negotiations for insurance now pending? (If so, state full particulars.) B. No.

8. A. Are you now in good health? A. Yes.

B. Have you been successfully vaccinated? B. 30 yrs. ago. Yes.

9. A. How long since were you attended by a physician or professionally consulted one? A. One year.

B. For what disease? B. Bilious.

C. Give the name and residence of such physician. C. Elmer Sothoron, 1921 T St. N. W.

D. Give the name and residence of your medical adviser or family physician, to whom you now refer for a certificate if deemed necessary. D. Elmer Sothoron, 1921 T St. N. W.

E. Has any physician given an unfavorable opinion of your physical condition with reference to life insurance? E. No.

F. Have you ever been advised by a physician to try a change of climate to benefit your health? F. No.

10. A. Have you hernia, or have you ever been ruptured? A. No.

B. If so, do you now wear a suitable truss? B. ✓.

C. Do you agree to wear one while insured in this company? C. ✓.

11. A. To what extent do you now use intoxicating liquors? A. Only for and as medicine.

B. Have you always been temperate in their use? (If not, explain the duration, extent of excess, and when last.) B. Yes.

12. A. Have you ever used opium, morphia, chloral, or any narcotic, unless regularly prescribed by a physician? (If so, explain fully.) A. No.

13. A. Have you had insanity, apoplexy, palsy, vertigo, convulsions, sunstroke, congestion, inflammation, or any other disorder of the brain or nervous system? A. None.

B. Have you had asthma, consumption, spitting of blood, habitual cough, or expectoration, palpitation, or any disease of the throat, heart, or lungs? B. None.

C. Have you ever had cancer, or any tumor, chronic diarrhœa, discharge from the ear, dropsy, fistula, gall stones or gravel, open sores, inflammatory rheumatism, gout, syphilis, or stricture, or any disease of the liver, kidneys, or bladder? C. None.

D. Have you any defect in hearing or eyesight, any malformation or varicose veins? D. None.

14. Have you had any illness or disease other than as stated by you above? (If so, state full particulars.) Give here particulars as to date, duration, severity, etc., of each disease you have had. None except the usual diseases of childhood.

I hereby agree that all the foregoing statements and answers are by me warranted to be true, and are offered to the company as a consideration for the accompanying agreement.

Dated March 3rd, 1893.

(Signed)

JOHN H. BOND, *Applicant*.

37 [Endorsed:] Copy. No. 2093. — —, 18—. United Security Life Insurance and Trust Company of Pennsylvania. Agreement of John H. Bond, secured by a bond and deed of trust. \$—. Age, —. — years. — payments.

38 *Replication. Filed Apr. 16, 1898.*

In the Supreme Court of the District of Columbia.

HATTIE A. BOND, Complainant,	}	In Equity. No. 18517.
vs.		
THE UNITED SECURITY LIFE INSURANCE and Trust Company of Pennsylvania.		

The complainant hereby joins issue with the defendant upon its answer filed herein.

A. B. DUVALL,
Solicitor for Complainant.

Complainant's Testimony.

Filed Jan. 4, 1899.

In the Supreme Court of the District of Columbia.

BOND	}	Equity. No. 18517.
vs.		
THE UNITED SECURITY LIFE INSURANCE and Trust Company.		

Be it remembered that at an examination of witnesses begun and held on the 4th day of May, 1898, and continued from time to time until the 31st day of August, 1898, when the within depositions were taken, I, Mason N. Richardson, an examiner in chancery, did cause to be personally present Allen E. Wilson, Edward B. Kimball, Laura R. Jackson, Rosa L. Laws, Hattie A. Bond, and Thomas G. Hensey to testify for and on behalf of the complainant, with due and sufficient notice to counsel for defendant.

MASON N. RICHARDSON,
Examiner in Chancery.

At the request of counsel for complainant, I, Mason N. Richardson, examiner in chancery, have fixed and appointed Wednesday, May 4th, 1898, at the hour of three o'clock p. m., as the time, and the office of Andrew B. Duvall, Esq., No. 472 La. Ave., in the city of Washington, District of Columbia, as the place, for the taking of testimony for and on behalf of the complainant in the above-entitled cause.

MASON N. RICHARDSON,
Examiner in Chancery.

To Nathaniel Wilson, Esq., counsellor-at-law.

40 DEAR SIR: Please take notice that, in accordance with the above notice, I shall, at the time and place therein mentioned, begin with the taking of testimony on behalf of complainant in above cause.

You are invited to be present and take such action as you may be advised.

Very truly,

A. B. DUVALL,
Solicitor for Complainant.

WASHINGTON, D. C., May 4, 1898—3 o'clock p. m.

Met, pursuant to notice, at the law offices of A. B. Duvall, Esq., to take testimony for and on behalf of the complainant.

Present: A. B. Duvall, Esq., for complainant; no appearance for defendant; Mason N. Richardson and witnesses.

Whereupon ALLEN E. WILSON, a witness of lawful age, being by me first duly sworn for and on behalf of the complainant, testified as follows :

By Mr. DUVALL :

Q. State your name, age, and occupation. A. Allen E. Wilson ; thirty-two years of age ; occupation, clerk in the orphans' court District of Columbia.

Q. State whether you have in your possession a paper-writing purporting to be the last will and testament of John H. Bond. A. I have.

Q. Please produce it, and from where does it come? A. It comes from the files of the orphans' court, District of Columbia.

41 Q. When was it received there? A. July the third, 1896.

Q. There appears to be attached to the will an affidavit. Did that come from the files of the orphans' court also? A. It did, attached to the will, both filed on the same date.

Q. Who is M. J. Griffith, notary public, who took the affidavit? A. He is the acting register of wills for the District of Columbia.

Q. Can we retain in the files of this cause the will of John H. Bond, which you have produced? A. No, sir.

Q. Will you allow us to make a copy? A. Yes, sir.

ALLEN E. WILSON.

Subscribed and signed by me this 26 day of October, 1898, for the witness, by consent and agreement of counsel.

MASON N. RICHARDSON, *Examiner*.

EDWARD B. KIMBALL, a witness, being by me first duly sworn, according to law, for and on behalf of the complainant, testified as follows :

By Mr. DUVALL :

Q. State your name, age, residence, and occupation. A. Edward B. Kimball ; I am twenty-seven years old, and I reside in Washington, District of Columbia ; attorney-at-law.

Q. How were you employed in June, 1896? A. I was practising law, associated with Mr. Henry E. Davis, in this city.

Q. I show you the paper-writing purporting to be the last will and testament of John H. Bond, produced by Mr. A. E. Wilson from the files of the orphans' court of the District of Columbia, and ask you whether you are one of the witnesses to the will. A. Yes, 42 sir ; I am one of the witnesses to the will.

Q. Who drew the will? A. I did.

Q. When was it drawn? A. I drew it at the house and on the date of its date, June the first, 1896.

Q. Did you see John H. Bond sign that paper? A. Yes, sir.

Q. At the time of his so doing was he of sound mind, memory, and understanding, and capable of executing a valid deed or contract? A. Perfectly so.

Q. What other witnesses were there, if any, to the will? A. There were two ladies, who were brought in by Mrs. Bond—Laura Jackson and Rosa Laws.

Q. Did you see them sign as witnesses? A. Yes, sir.

Q. Did they sign in the presence of John H. Bond? A. Yes, sir.

Q. And in the presence of one another? A. Yes, sir; they were all in the room there together.

Q. Did he request you to sign as witnesses? A. He did.

Q. Did he state what the paper was? A. He did.

Q. What was done with the paper after it was signed by him and witnessed by you three? A. I took it back to the office with me and I deposited it in the office of the register of wills.

Q. I shall show you an affidavit dated July third, 1896, before M. J. Griffith, notary public, attached to the will, and ask
43 you if you are the Edward B. Kimball who made the affidavit and whose signature is attached thereto. A. I am.
My signature is attached to it.

EDWARD B. KIMBALL.

Subscribed and signed by me this 26 day of October, 1898, by consent and agreement of counsel.

MASON N. RICHARDSON, *Examiner*.

LAURA B. JACKSON, a witness of lawful age, being by me first duly sworn, according to law, for and on behalf of the complainant, testified as follows:

By Mr. DUVALL:

Q. State your name, age, residence, and occupation. A. Laura B. Jackson is my name; age, thirty; residence, 1730 F street; dress-maker in this city.

Q. Did you know the late John H. Bond? A. Yes, sir.

Q. How long had you known him? A. I had been knowing him about ten years.

Q. I show you a paper-writing purporting to be his last will and testament and ask whether your name is signed as a witness. A. Yes, sir.

Q. Did you see John H. Bond sign his name to that paper? A. Yes, sir.

Q. At the time of his so doing, was he of sound mind, memory, and understanding? A. Yes, sir.

44 Q. And capable of executing a valid deed or contract? A. Yes, sir.

Q. Did you sign as a witness in his presence? A. I did.

Q. At his request? A. Yes, sir.

Q. And in the presence of these other witnesses? A. I did.

Q. Did he tell you what it was you were witnessing? A. Yes, sir.

Q. What did he say it was? A. He said it was his will.

Q. Do you remember the date of the death of John H. Bond?
A. Yes, sir; it was the 24th of June, 1896.

LAURA B. JACKSON.

Subscribed and signed by me this 26 day of October, 1898, by consent of counsel.

MASON N. RICHARDSON, *Examiner*.

ROSA L. LAWS, a witness of lawful age, being by me first duly sworn, according to law, for and on behalf of the complainant, testified as follows:

By Mr. DUVALL:

Q. State your name, age, residence, and occupation. A. Rosa L. Laws; age, thirty-nine; residence, 1162 21st street; occupation, house-work.

Q. Did you know the late John H. Bond? A. Yes, sir.

Q. How long had you known him? A. I had only been knowing him about five years.

45 Q. I show you a paper-writing purporting to be his last will and testament and ask you if you signed as a witness to the same. A. Yes, sir.

Q. That is your signature? A. Yes, sir.

Q. Did you see John H. Bond sign that paper? A. Yes, sir.

Q. At the time of his so signing it, was he of sound mind, memory, and understanding and capable of executing a valid deed or contract? A. Yes, sir.

Q. Did he sign in your presence? A. Yes, sir.

Q. Did you sign in his presence and in the presence of the other two witnesses? A. Yes, sir.

Q. Did he request you to sign as a witness? A. Yes, sir.

Q. Did he tell you what the paper was? A. Yes, sir.

Q. What did he say it was? A. It was his will.

Q. Do you remember the date of the death of John H. Bond?
A. It was on a Wednesday, in the latter part of June, 1896.

ROSA L. LAWS.

Subscribed and signed by me for the witness by consent and agreement of counsel this 26 day of October, 1898.

MASON N. RICHARDSON, *Examiner*.

Mr. DUVALL: I offer in evidence a copy of the last will and testament of John H. Bond, heretofore identified and proven by the
46 witness, and the same is in words and figures following, to wit:

WASHINGTON, D. C., *June the 1st, 1896.*

I, John H. Bond, being of sound and disposing mind and memory, and capable of executing a valid deed or contract, hereby revoking any and all former wills or testaments by me at any time made, do make, publish and declare this, my last will and testament as follows, that is to say:

1. I divide and bequeath to my wife, Hattie Avery Bond, my house and lot situated and being at and known as #2214 Twelfth street N. W., in the city of Washington, District of Columbia and to have and to hold to herself, her heirs, her executors, administrators and assigns forever and fee-simple, she to pay *ought* whatever encumbrance there may be thereon.

2. I divide and bequeath to my son John Bond my other house and lot situated and being at and known as \$27 Defrees street N. W., in the city of Washington, District of Columbia to have and to hold to himself, his heirs, his executors, administrators and assigns *and* forever and fee-simple. He as the said son John Bond to pay off whatever encumbrance there may be thereon.

3. All the rest and residue of my property of what kind whatsoever, real, personal or mixed, including the benefits due — to be due and collectable on my life-insurance policy, I wish to be divided equally, share and share alike between my said wife Harriet Avery Bond and my said son John Bond.

4. I wish my said wife Harriet Avery Bond and my said son John Bond to pay whatever just debts, including the cost of my funeral and my sickness which may be due and owing at the time
47 of my death in equal share out of the insurance money left to them, as above in clause number three.

4. I desire and appoint my said wife, Harriet Avery Bond and my said son John Bond to act as my executors free of any bond for the faithful performance of their duty.

In testimony whereof I hereunto set my hand this first day of June, 1896.

[SEAL.]

(Signed)

JOHN H. BOND.

Signed, published, and declared as and for his last will and testament by the above-named testator, John H. Bond, in the presence of us, who, at his request and in his presence and in the presence of one another, hereto subscribe our names as witnesses the day and year above named.

(Signed)

LAURA B. JACKSON.
ROSA L. LAWS.
EDWIN B. KIMBALL.

The above is a true copy.

I also offer in evidence a copy of the affidavit produced by the witness and proved, the true copy of which is as follows:

DISTRICT OF COLUMBIA, *To wit*:

On the third day of July, 1896, came Edwin B. Kimball and made oath on the Holy Evangel of Almighty God that he does not know of any will or codicil of John Bond, late of said District, deceased, other than the foregoing instrument of writing, dated June the first, 1896, and that he received the same from John Bond, and
48 the said John H. Bond died on about the 24th day of June, 1896.

EDWIN B. KIMBALL.

Subscribed to and sworn before me—

[SEAL.]

M. J. GRIFFITH,
Notary Public.

HATTIE A. BOND, a witness of lawful age, being by me first duly sworn, according to law, for and on behalf of complainant, testified as follows:

By Mr. DUVALL:

Q. State your name, age, residence, and occupation. A. Hattie A. Bond; 33 years old; I am a domestic; 707 King street, Wilmington, Delaware.

Q. You are the complainant in the bill in this cause against the United States Security, Life and Trust Company of Pennsylvania? A. Yes, sir.

Q. Did you know John H. Bond? A. Yes, sir.

Q. How, if at all, were you related to him? A. His wife.

Q. When were you married? A. It was December 5th, 1888.

Q. When did he die? A. June 24th, 1896.

Q. Where? A. On L street, in Washington, No. 1923.

Q. Is that the property in reference to which there is this litigation—is that the subject of this suit? A. No, sir.

49 Q. Was he the owner of lot 196, in Groff's subdivision of lots in square 271, in this city? A. If it was 2214 12th street. Yes, sir; that is it.

Q. What was the number of the house? A. 2214 12th street, in this city.

Q. I believe you united in the deed of trust by which he conveyed that property on March 8th, 1893, to William E. Edmonston and Constantine H. Williamson, in trust to secure a bond in favor of the United States Life and Trust Company of Pennsylvania, the defendant? A. Yes, sir.

Q. Did your husband leave any children? A. One.

Q. What is his name? A. John Bond.

Q. Do you know whether your husband made a will? A. He did.

Q. When was that will made? A. June 1st, 1896.

Q. At the time of the execution of that will was he of sound mind, memory, and understanding, and capable of executing a valid deed or contract? A. Yes, sir.

Q. The paper-writing which is now shown you (showing the will referred to, to the witness), is that the last will and testament of your husband? A. Yes, sir.

Q. What, if any, papers, receipts, and notices did you find amongst your husband's assets relating to his dealings with the defendant, The United States Security, Life and Trust Company? A.
50 These. (Witness produces receipts filed herewith with the examiner and marked Complainant's Exhibit —.)

Q. After your husband's death and up to the present time, who retains the possession of the property mentioned in this proceeding? A. I do.

Q. When the property was about to be sold by the trustees under the deed of trust did you cause any notice to be given to the trustees at the time of sale? A. Yes, sir.

Q. I show you a notice to these trustees and to whom it might concern in reference to the matter, and ask you if that is your signature—whose signature is that? A. That is mine.

Q. Did you cause a tender of money to be made to the defendant, The United States Security and Life and Trust Company, as mentioned in the bill in this case? A. Yes, sir.

Whereupon the further taking of testimony in this cause was adjourned until May 5th, 1898, at the hour of 2 o'clock p. m.

MAY 5TH, 1898—2 o'clock p. m.

Met, pursuant to adjournment, at the law offices of A. B. Duvall, Esq., to take further testimony for and on behalf of the complainant.

Present: A. B. Duvall, Esq., for complainant; Nathaniel Wilson, Esq., for defendant; the examiner and witnesses.

51 Cross-examination.

By Mr. WILSON:

Q. You produce certain receipts and notes which were handed to the examiner and marked —. Are those the only receipts and notes or papers relating to this bond and deed of trust that you discovered among your husband's papers? A. They were.

Q. Have they been in your possession ever since your husband's death? A. They were turned over to a lawyer.

Q. To whom and when were they turned over? A. Why, Mr. Davis, until he gave up the case, and then to Mr. Hensey, I think.

Q. From whom did you receive them? A. Of whom did I last receive them?

Q. Yes. Of whom did you last receive them? A. I do not quite understand that.

Q. Of whom did you last receive them, where did you get them? A. Those papers?

Q. Yes. A. Why, from my husband. They were left among his things in his possession.

Q. From whom did you receive them when you produced them here? A. Oh, I received them from Mr. Hensey.

Q. When? A. Yesterday.

Q. Who resides in the premises described in the deed of trust at the present time? A. I do not know; they are tenants in it; I do not know who they are.

52 Q. To whom is the rent paid? A. Mr. Hensey collects that.

Q. Is he acting as your agent? A. He is.

Q. This notice which is in evidence signed by you, by whom was it prepared? A. By Mr. Davis, I think, or Mr. Hensey; I am not sure just which.

Q. And what did you do with it after signing it? A. I gave it back to Mr. Hensey.

Q. What use was made of it after by him, do you know? A. No, sir; I understood that it was to be read at the sale on the day of the sale, at the premises.

Q. To your knowledge was it? A. No, sir; not to my knowledge.

Q. Were you present at the date of the sale? A. No, sir.

Q. Whether it was read or not, you do not know? A. No, sir.

Q. Do you know of any deed of trust on this property besides the one that is described in the bill in this case? A. That is the deed to secure the——

Q. That is to secure the United Security, Loan and Trust Company? A. There was a second trust.

Q. What is that for? A. That was to secure Mr. Hensey—I do not just remember the amount of dollars.

Q. Can you state about how much it was in dollars? A. Really I could not say, because I do not know. I think at the time it was taken for a thousand dollars, but as my husband attended to these things himself, I am not familiar with the date
53 or the numbers to know just what it was.

Q. You say; in reply to the last question, on direct examination, that you caused a tender of money to be made to the defendant, as mentioned in the bill. Will you state who made that tender? A. It was from me—Mr. Hensey did it for me.

Q. You did not make it yourself? A. No, sir.

Q. You gave this—you never yourself made any tender? A. No, sir; only Mr. Hensey did it for me.

Q. What amount did he tender? A. I do not just remember now.

Q. Who furnished the money to him? A. Well, I was to pay him back; I borrowed it from him.

Q. You did not make a tender of your own money? A. No, sir; for I did not have it just at that time, because I was to pay him. Of course, I was to pay him.

Q. The money, if any tender was made, was made by him? A. Yes, sir.

Q. And, as you say, for you? A. Yes, sir.

Q. Whether any tender was made you have no personal knowledge? A. I have his word for it—nothing more.

Q. You have it from information received from him? A. Yes, sir.

Q. You made no tender yourself, directly to the company or its officers? A. Yes, sir.

Q. Yourself—ever at any time? A. No, sir. Oh, no, sir.

54 Q. Do you know when that tender was made? A. I cannot remember the date just now. Of course, I know when it was done; but just now I cannot bring it to mind.

Q. Some time after your husband's death? A. Yes, sir.

HATTIE A. BOND.

Subscribed and signed by me this 26 day of October, 1896, for the witness by consent and agreement of counsel.

MASON N. RICHARDSON, *Examiner.*

THOMAS G. HENSEY, a witness of lawful age, being by me first duly sworn, according to law, for and on behalf of the complainant, testified as follows:

By Mr. DUVALL:

Q. State your name, age, residence, and occupation. A. Thomas G. Hensey. Well, my age is doubtful. My name is Thomas G. Hensey. I am in the real-estate business and insurance. My office is 1300 F street N. W., Washington, D. C.

Q. Were you acquainted with the late John H. Bond? A. I was.

Q. How long had you known him? A. Five or six years before his death.

Q. Did you know anything about his ownership of lot 196, in Groff subdivision of square 271, in the city of Washington? A. Yes, sir; I knew he purchased the property.

Q. Did you have anything to do with the payment of any moneys to the United Security Life Insurance and Trust Com-
55 pany for Mr. Bond? A. I did on several occasions.

Q. What payments, if any, were made through you, and on what account? A. Well, the two last payments were made by our office for John H. Bond. I part of it was proceeds of rent made up by the difference in cash by Bond.

Q. Will you look at these receipts and say whether any of them were given to you? A. This last payment, June ninth, 1896, was paid by our office—paid by myself. The next preceding payment in May was made by myself. I am unable to say about which of the others we did pay. I could not tell. Some of them were charged in our ledger and some of them were not. The amount of the rent was drawn out on a rent check and he left a balance and I would deposit it in a running account and take a check over for the whole amount. But just which ones I paid back of that I cannot tell now, except by quite a search of my books, but the last two I paid, I know, June the ninth and May the twenty-first. It was for the November and December payments of 1895. They were paid according to the marks here and I think that they correspond to my record on May the 21st, 1896, and June the 9th, 1896.

Q. How did you come to make those payments? A. Well, Bond had had his house in our office and we rented it for him and collected the rent. We did it as his agents.

Q. At his request? A. At his request each time.

Q. I show you a paper attached to complainant's bill and marked Complainant's Exhibit Number Two, and ask you if you received that statement or know anything about it. A. Yes, sir. Do
56 you want me to state the circumstances connected with it?

Q. Yes, sir; from whom you obtained it and any knowledge you have of it. A. How it came about?

Q. Yes, sir. A. My recollection is now that Mr. Goodman, the agent of the company here, as I understand it, came over to my office and called my attention to the fact that Bond was in arrears

to the company, which I knew, and stated that there was a gentleman from his home office, I think that his name is on here, but I am not certain which one it was; I think it was Mr. Henderson; I think such a name is on here; that is merely a matter of indefinite recollection as to who he was; he was an officer of that company, from Philadelphia, and desired to see me respecting the Bond matter. I called over there and this gentleman said that he had several of these cases where the parties were in arrears, and that he desired to have them pay up or settle up, and Bond's case was one of those. He understood that I had an interest in the property by way of second trust, which I did have then and still have, and wanted to know if I could not make some arrangement to get a new loan—that is, he intimated something of that kind. I do not know that he put the question that way, but he intimated, and I told him that I thought there was—yes, sir, that there was a proposition on foot from Mr. Bond—that he had some other property, and that he thought that he would be able, if he could get a settlement basis from the company, that he would be able to pay it up—get it out of the way. Subsequently Bond called into the office

and I told him about this visit, and he asked me if I
57 could do anything about it. I told him I would see and I requested him to go on and ask Mr. Goodman for a settlement. He said that he had to go back to his work immediately, and requested me to do it for him, and I did, and this was the settlement that I received.

Q. What is the date of that? A. 6, 15, '96. That means June the fifteenth. I apprehend which was 1896 before Bond's death—nine days before Bond's death.

Q. The payment made by you in behalf of Bond was for an overdue installment? A. That was my understanding; yes, sir.

Q. Do you know whether or not the agent of the company here urged the payment by Bond of the overdue installment? A. Oh, yes, sir—well, you mean urged Bond to pay in my presence?

Q. Yes, sir, or urged you to pay them or have Bond pay them? A. No, sir; I never saw Bond and the agent together. We never met, the three together, but Mr. Goodman urged me as the agent of Bond to push him up on several occasions.

Q. Did you notify Mr. Goodmay of the death of Bond? A. I did.

Q. Did you tender any sum of money to the company through Mr. Goodman? A. I did.

Q. When, and what amount? A. Well, I have that memorandum in here. I depend on the memorandum for the amount and the date. I think that is in that bill, is it not?

Q. Yes, sir. A. Just show me the bill.

(The bill is hereupon handed the witness.)

A. I recollect—I find a memorandum—I tendered on the 29th of
58 June, 1896, one hundred and twenty-eight dollars and seventy-eight cents (\$128.78) at the office of the United Security Life and Trust Company; tendered it to the collector in charge,

whose name I asked at the office, 603 13th street N. W., and the young man stated his name was P. H. Bowles, who was in charge of the office—the only one in the office at twelve fifteen p. m. that day; which amount was refused.

Q. What was represented by that sum of money tendered? A. There was the monthly payments, with the accrued interest up to that date on each monthly payment computed by a memorandum which I have in my hand, and the following amounts if you want them.

Q. Yes, sir; just give them. A. Payment due January the 11th, 1896, twenty-one dollars and ten cents (\$21.10); interest due thereon to date, 29th of June, 1896, sixty cents. For February, twenty-one dollars and ten cents (\$21.10); interest, fifty-two cents. March, twenty-one dollars and ten cents (\$21.10); interest, forty-two cents. April, twenty-one dollars and ten cents (\$21.10); interest, thirty-two cents. May, twenty-one dollars and ten cents; interest, twenty-one cents. June, twenty-one dollars and ten cents; interest, eleven cents, making a total of one hundred and twenty-eight dollars and seventy-eight cents; that is all.

Q. I show you Exhibit M. N. R. No. 1, and ask you what you know about that, and what was done with that notice by you. A. Well, this was a notice prepared under the direction of counsel and signed in my presence by Mrs. Hattie A. Bond, the widow of the claimant, and read by me on the day of the sale in front of the premises.

Q. At the time of the sale? A. At the time of the sale, —yes, sir—which was on the 26th day of April, 1897, at half past five o'clock, in front of the premises.

59 Q. What, if any, receipts, notices, or statements from the United Security, Life Insurance and Trust Company with reference to John H. Bond's indebtedness have you in your hands or have been in your possession? A. All these receipts were in my safe in my office, properly marked—put in my hands by Mrs. Bond through Mr. Davis at that time. I think that he had them, and whether he turned them over to me directly or she got them and turned them over to me I do not remember, but they are just as I received them; they are in the same condition excepting the arrangement of them, which I made here yesterday.

Q. Were there any notices from the company that came into your hands? A. No notices among his papers anywhere that I could find excepting those that are here. There are some notices, I think, among those papers—notice of arrears. I think there may be one or two in there.

Cross-examination.

By Mr. WILSON:

Q. When did you first make any payment to the defendant in this case or any of its officers in respect to the Bond debt? A. I could not tell you that excepting by reference to my books, and

that would be difficult for the reason that he left the money there frequently, and it was paid in money very often.

Q. Can you state it approximately? A. Oh, I suppose we might have paid a half of dozen times all together, including the last two payments that I know of that I testified to.

60 Q. When did you first see any of the company in respect to this Bond business? A. Some time in the early part of the transaction Mr. Goodman spoke to me or I spoke to him; I do not remember which.

Q. In what month and in what year? A. Or, I think in the first year of the transaction, 1893; I cannot tell the month, and I will not be certain as to the year.

Q. Can you state which of the receipts that have been given in evidence were received by you from an officer of the United Security, Insurance and Trust Company or somebody representing the company? A. I got those two last receipts from Mr. Goodman.

Q. And as to any of the other receipts, can you state definitely from whom you received them? A. All the other receipts excepting one, perhaps, were handed me by Mr. Goodman, and I had had his signature on one which was delivered to me, I think, but I think that he had a signed receipt there and was authorized to take the money, and took the money.

Q. You were acting as agent, then, for Mr. Bond shortly after that loan was made? A. Yes, sir.

Q. And from that time up to the time of his death? A. Yes, sir.

Q. Did you know any of the circumstances attending the original transaction or making of the loan? A. No, sir; I had nothing to do with making the loan. I simply knew that it was made. It was made through a man by the name of Edwards, I think.

Q. Do you know what became of the money that was received from the defendant? A. I do not know what he did with the money. He paid it out, the best portion of it, for purchase-money, I think.

61 Q. How much? A. I do not know. I do not know what he paid. I had nothing to do with the details of the matter.

Q. Do you know the amount of the ground—do you know who the land was purchased of? A. Yes, sir.

Q. If so, please state. A. Thomas G. Hensey.

Q. What was the consideration? A. Thirty-one hundred dollars, I think.

Q. And how much of this two thousand dollars was applied to the payment of the purchase-money, do you think? A. I do not remember.

Q. Will your book show? A. It might.

Q. Will you please look and ascertain what money you received from Mr. Bond about the eighth of March, 1893—about the time that this loan was made? A. I have no way of looking at that now.

Q. No; I mean hereafter—when was the date? A. Come to think about it, I do not think that he paid any purchase-money. He

agreed to make installments on a second trust, but that I cannot remember positively except by looking over the matter, and I am not sure that I can do that. The transaction was shaped up in the form of a deed of trust on the property, and he had had commissions and paid to these parties that got him in there, and he complained that it was a great deal heavier than he expected it.

62 Q. Do you remember the date of the deed for this property to Mr. Bond? A. No, sir, I do not; I think it would be about the time that the transaction was made with the United Security, Life Insurance and Trust Company.

Q. How was the consideration expressed in that deed paid? A. I do not remember. The deed shows for itself.

Q. Was it paid in cash or partly in cash? A. Oh, I do not know as I got—as I get the drift of your question. Do you want to know what the consideration of the deed was?

Q. No, sir; I asked you, was the consideration for the property paid in cash or in notes, or in what? A. Paid in notes; partly notes and part cash.

Q. How much in cash and how many notes do you remember? A. I think we got the differences between thirty-one hundred or whatever the price of the property was in cash and notes for the amount of the second trust, whatever they were; I think in the neighborhood of one thousand dollars.

Q. By whom was that second trust given? A. By John H. Bond.

Q. To you as trustee? A. I do not remember.

Q. To whom as trustee? A. I do not remember. It is a matter of record.

Q. That was to secure notes to Thomas G. Hensey and Company? A. I think it was.

Q. For how much? A. About a thousand dollars.

Q. Does that indebtedness still exist? A. I think there are in the neighborhood of about eight hundred dollars principal and accrued interest on it. He stopped paying a long time before he died.

63 Q. You entered your transactions with Mr. Bond on your books, did you not? A. I think it is very likely we did.

Q. Will you produce the books showing the copy of that account with Mr. Bond? A. I do not think that there was any account kept. The notes were evidence of the indebtedness.

Q. And produce books showing entries of any money received from Mr. Bond after the eighth of March, 1893. I understand that all the receipts which have been given in evidence, except, perhaps, the first one, were obtained by yourself from the representatives of the company. A. No, sir. I did not say that. I said except, perhaps, one.

Q. Which one was that? A. Read the question again.

Question repeated. A. Oh, yes, sir; that is right.

Q. That is right, then, as it stands? A. Yes, sir.

Q. I said the first one; that is right? A. Oh, well, repeated that question.

Question repeated. A. No, sir; that is not right.

Q. Please mark, by putting an H on the corner, those that were received by yourself personally from any officer or representative of the company. A. The last two—the May and June payments, 1896.

Q. Mark them, if you please.

(The witness marks those in lead pencil capital H.)

64 Q. Do you know by whom the moneys that are described in the other receipts were actually and in point of fact paid?

A. No, sir. How do I know? Acknowledged, paid to the company; that is all that I know about it.

Q. I mean to say if you have any personal knowledge of who paid these moneys acknowledged by these receipts. A. No, sir; only so far as I have testified.

Q. When and where did you first see the receipts for the payments made for the March and April and May installments, for instance, 1893? A. I do not understand the object of your question.

Q. The object is one thing and the question is another. The question is repeated. A. I do not remember when I saw them first.

Q. Where? A. I do not remember when I saw them first or where I saw them first.

Q. Can you state when they first came into your possession? A. Since this suit has been commenced.

Q. And they were received by you from Mrs. Bond? A. I think that they were. I am not sure about that. From Mrs. Bond or Mr. Davis.

Q. The moneys that are described in the two receipts which were personally received by you and which you have marked were obtained from whom? A. A portion of the money that was paid on those two last receipts was paid out of the proceeds of rent, with the remainder made up by Mr. Bond.

Q. How much of the proceeds of rent? A. I do not remember.

65 Q. And how much was paid by Bond? A. I do not remember.

Q. You had nothing to do with the payment of the other amounts that were described in these receipts excepting only the two last you marked, as I understand? A. No, sir; you did not understand that I testified that differently from that.

Q. Can you, examining the receipts that have been given in evidence—can you state—if so, please state—what moneys and by whom the payments were made, actually made, that are described in those receipts, beginning with the first one? A. No, sir; I will not undertake that excepting as to the last two receipts.

Q. Were any of the moneys described in the receipts other than those mentioned in the two receipts to which you have referred paid by you, or by your firm, or through you, or through your firm? A. I understand that question, then, to mean whether there were any of the moneys paid on those receipts, excepting the two that I testified positively to paying myself or persons from my office; is that the question?

Q. That is exactly the question. A. Yes, sir; there were other payments made by myself to Mr. Goodman, as the agent of the company.

Q. Then please state definitely what those payments were. A. I cannot remember them.

Q. Would your books show? A. I doubt it.

Q. Please examine the books and state when these moneys were paid. You understood, as appears on the face of the receipts, that they were paid in respect of installments that were then
66 overdue or that were overdue at the time of the payment?

A. Yes, sir.

Q. Do you remember calling on Mr. Goodmay shortly after Mr. Bond's death and informing Mr. Goodman of the death of Mr. Bond? A. I do.

Q. When was that visit? A. On that day—the day of his death.

Q. The day of his death? A. Yes, sir.

Q. Do you remember stating to Mr. Goodman that if you had supposed that Bond was going to die so soon you would have paid arrears in full? A. No, sir.

Q. Did you not say this or any remark similar to that? A. No, sir.

Q. What was the object of your visit on that occasion? A. The object of my visit was to tender payment.

Q. Did you tender the payment the day after he died? A. No, sir.

Q. I understood you to say that you called on him the day after he died. A. No, sir; I called on him the day of the death of Bond to inform him of the death of Bond. I may have done so the day after, but I did on the day.

Q. And you informed him of his death? A. Yes, sir.

Q. Did you then make the tender? A. No, sir; I spoke of the tender, but I did not make an actual tender until the day I testified, which was five days after.

67 Q. Then you made the tender? A. I made the tender then; yes, sir.

Q. With whose money was the tender made? A. With money that was arranged for by Mrs. Bond.

Q. By Mrs. Bond? A. Yes, sir.

Q. What was the arrangement? A. Well, the arrangement was that there was to be a repayment.

Q. Was the amount of the money tendered in your possession and belonging to Mrs. Bond at the time that the tender was made? A. No, sir.

Q. How much of Mr. Bond's money had you then? A. I do not know.

Q. Will you please examine your books and see if they will show? A. I do not think that they will.

Q. How was the tender made? A. Made in money, in the presence of a witness, at the office of the company, as already testified.

Q. What kind of money? A. Currency—legal tender.

Q. Legal-tender notes? A. All legal-tender money. I do not know whether they were silver certificates or Treasury notes.

Q. Or national bank notes? A. But they were notes that passed current everywhere, here and everywhere in the world.

Q. And the exact amount tendered was what? A. I have testified to that.

68 Q. One hundred and twenty-eight dollars and seventy-eight cents? A. Yes, sir.

Q. That covered how many installments? A. The total shortages.

Q. How did you ascertain what the shortages were? A. From Mr. Goodman, I think. I think I have that; I think that the receipts show that.

Q. But how did you ascertain precisely what was they due? A. Well, the company set forth the information. Well, sir, the company sets forth the uniform amount every month—twenty-one dollars and ten cents.

Q. Do you know what the installments were, as they became due, respectively? A. Yes, sir.

Q. And how and from whom did you get your information? A. I got it from Mr. Goodman, I reckon, or Mr. Bond.

Q. Did you have memorandum or papers showing what the installments were? A. I do not know that I did, excepting the receipts themselves.

Q. Did you ever see the original bond that was signed by Mr. Bond? A. No, sir. If I did, I have forgotten it.

Q. To whom did you make that tender? A. At the office of the company, as I have already testified.

Q. At what time that day? A. I have already testified to that, and I repeat my former answer.

Q. Well, now——

Mr. WILSON: I do not think that I have anything more to ask, but I want your book of accounts.

69 Redirect examination.

By Mr. DUVALL:

Q. Was there any objection made as to the amount that was tendered or the character of the notes tendered on that occasion? A. No, sir.

Mr. WILSON:

Q. State whether the indebtedness secured by that second deed of trust is overdue. A. It has been overdue—it was payable in monthly payments and he stopped paying some time—a year or two years before. I think he—I think he paid nothing after the first year on those notes. It was as much as he could do to keep up the payments that were in arrears.

Q. That is exactly the question. A. Yes, sir; there were other payments made by myself to Mr. Goodman, as the agent of the company.

Q. Then please state definitely what those payments were. A. I cannot remember them.

Q. Would your books show? A. I doubt it.

Q. Please examine the books and state when these moneys were paid. You understood, as appears on the face of the receipts, that they were paid in respect of installments that were then
66 overdue or that were overdue at the time of the payment?

A. Yes, sir.

Q. Do you remember calling on Mr. Goodmay shortly after Mr. Bond's death and informing Mr. Goodman of the death of Mr. Bond? A. I do.

Q. When was that visit? A. On that day—the day of his death.

Q. The day of his death? A. Yes, sir.

Q. Do you remember stating to Mr. Goodman that if you had supposed that Bond was going to die so soon you would have paid arrears in full? A. No, sir.

Q. Did you not say this or any remark similar to that? A. No, sir.

Q. What was the object of your visit on that occasion? A. The object of my visit was to tender payment.

Q. Did you tender the payment the day after he died? A. No, sir.

Q. I understood you to say that you called on him the day after he died. A. No, sir; I called on him the day of the death of Bond to inform him of the death of Bond. I may have done so the day after, but I did on the day.

Q. And you informed him of his death? A. Yes, sir.

Q. Did you then make the tender? A. No, sir; I spoke of the tender, but I did not make an actual tender until the day I testified, which was five days after.

67 Q. Then you made the tender? A. I made the tender then; yes, sir.

Q. With whose money was the tender made? A. With money that was arranged for by Mrs. Bond.

Q. By Mrs. Bond? A. Yes, sir.

Q. What was the arrangement? A. Well, the arrangement was that there was to be a repayment.

Q. Was the amount of the money tendered in your possession and belonging to Mrs. Bond at the time that the tender was made? A. No, sir.

Q. How much of Mr. Bond's money had you then? A. I do not know.

Q. Will you please examine your books and see if they will show? A. I do not think that they will.

Q. How was the tender made? A. Made in money, in the presence of a witness, at the office of the company, as already testified.

Q. What kind of money? A. Currency—legal tender.

Q. Legal-tender notes? A. All legal-tender money. I do not know whether they were silver certificates or Treasury notes.

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Q. Do you know what the installments were, as they became due, respectively? A. Yes, sir.

Q. And how and from whom did you get your information? A. I got it from Mr. Goodman, I reckon, or Mr. Bond.

Q. Did you have memorandum or papers showing what the installments were? A. I do not know that I did, excepting the receipts themselves.

Q. Did you ever see the original bond that was signed by Mr. Bond? A. No, sir. If I did, I have forgotten it.

Q. To whom did you make that tender? A. At the office of the company, as I have already testified.

Q. At what time that day? A. I have already testified to that, and I repeat my former answer.

Q. Well, now——

Mr. WILSON: I do not think that I have anything more to ask, but I want your book of accounts.

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Q. Was there any objection made as to the amount that was tendered or the character of the notes tendered on that occasion? A. No, sir.

Mr. WILSON:

Q. State whether the indebtedness secured by that second deed of trust is overdue. A. It has been overdue—it was payable in monthly payments and he stopped paying some time—a year or two years before. I think he—I think he paid nothing after the first year on those notes. It was as much as he could do to keep up the payments that were in arrears.

Hereupon the further taking of testimony in this cause was adjourned subject to notice.

MASON N. RICHARDSON, *Examiner*.

AUGUST 31st, 1898—3 o'clock p. m.

Met, pursuant to adjournment, at the law offices of Nat. Wilson, Esq., Pacific building, F street between Sixth and Seventh N. W., Washington, D. C.

Present: Mr. Duvall, for the complainant; Mr. Wilson, for the defendant; the examiner and witnesses.

70 Whereupon Mr. HENSEY, being recalled for further cross-examination, testified as follows:

By Mr. WILSON:

Q. I asked you to have your books showing entries of moneys received from Mr. Bond after the eighth of March. A. Eighth of March, what year?

Q. 1893. A. After the eighth of March, 1893?

Q. Yes, sir. A. Yes, sir.

Q. The object was to show—all we are concerned to know is with what moneys the installments that are described in the receipts already given in evidence were paid—whether paid by Bond with his money or paid by you or how they were paid. A. That is the first credit on it—September the third, 1895—fifteen dollars from the rent.

Q. The question is this: What moneys of the several amounts paid to the security company or to Mr. Goodman for the security company were paid by you out of moneys received from Mr. Bond?

A. On May the twelfth, 1896, the United Security Life Insurance and Trust Company, twenty-one dollars and ten cents; June the ninth, 1896, paid R. L. Goodman twenty-one dollars and ten cents.

Q. And none of the others? A. Well, the others were paid—he would come in and hand us the money, and he was a messenger in the Treasury, and he was in a hurry and he would leave the money just that way.

71 Q. Which ones of these were paid you do not actually know? A. No, sir; not any. In the multiplicity of duties in a business such as we have we could not keep track of absolutely what it was; only the general recollection that it was done.

Q. Have you continued to receive the rent for the house that is the subject-matter of these proceedings since September, 1893?

A. Well, September, 1895, when it was occupied, up to the present time.

Q. Up to the present time? A. Yes, sir; when it was occupied. We have received the rent when it was occupied, and we have made the repairs on the property.

Q. The house has been repaired? A. Yes, sir; the house has been repaired and is under rent, and the parties are paying now

fifteen dollars and eighty cents monthly. They pay that for the summer, and I expect to get eighteen dollars and thirty cents after this. The house has not been occupied all this time; it has been vacant, as our books show.

Q. What is the amount of the indebtedness—Mr. Bond's indebtedness—to you at the present time under the second deed of trust—approximately? A. \$790, I think it is. That is the principal.

Q. Did you say in reply to a former question that all the papers and letters that came into your possession from Mrs. Bond or Mr. Bond in respect to this transaction have been produced in evidence? A. Yes, sir.

Q. There are no notices or letters not introduced other than those produced here and attached to the exhibit? A. Those were
72 all.

Q. You say those were all? A. Yes, sir; I suppose. I turned them over.

Redirect examination.

By Mr. DUVALL:

Q. You have produced and exhibited here to Mr. Wilson all the books and accounts to which he referred in his cross-examination at the last session? A. Yes, sir; I have as far as I know.

THOMAS G. HENSEY.

Subscribed and signed for the witness by me this 26 day of October, 1896, by consent and agreement of counsel.

MASON N. RICHARDSON, *Examiner*.

Mr. DUVALL: I here announce my case as closed.

DISTRICT OF COLUMBIA, *To wit*:

I, Mason N. Richardson, an examiner in chancery, do hereby certify that the foregoing depositions of Allen E. Wilson, Edward B. Kimball, Laura B. Jackson, Rosa L. Laws. Hattie A. Bond, and Thomas G. Hensey were by me duly taken down in shorthand from the oral statements of the said witnesses at the times and places within stated; that said depositions were thereafter by me reduced to typewritten print, and were thereupon by me subscribed and signed for said witnesses and each of them by consent and agreement of counsel first had and obtained; that said witnesses were by me first duly sworn to testify the truth, the whole truth,
73 and nothing but the truth touching the matters and things in issue in said cause; that I am not of counsel for any of the parties, and am not interested directly or indirectly in the issue hereof; that my fee for taking these depositions is for 100 folios at .25 per folio, \$25.00, which has not been paid.

MASON N. RICHARDSON, *Examiner*.

To Constantine H. Williamson and William E. Edmonston, trustees, and to whom it may concern :

Take notice that the deed of trust dated March 8, 1893, and recorded in Liber 1788, folio 173, of land records D. C., whereby John H. Bond and Hattie E. Bond, his wife, conveyed lot 196, in Groff's recorded subdivision of lots in square 271, in the city of Washington, D. C., to Constantine H. Williamson and William E. Edmonston, to secure the payment of a certain bond in favor of the United Security Life Insurance and Trust Company of Pennsylvania, has been fully satisfied, and that said trustees have no right or power to make any sale under said deed of trust, and that I, sole devisee of said John H. Bond, now deceased, am entitled to have the said land released from said deed of trust; and take further notice that I will contest and have set aside any sale made by said trustees under said deed of trust.

HATTIE A. BOND.

Read by me on the day of sale in front of the premises and before the property was knocked down to the company.

THOS. G. HENSEY.

75 The United Security Life Insurance and Trust Company of
Pennsylvania H.

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Dec. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Jun- 9, 1896. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, per B., agent.

United Security Life Insurance and Trust Company of
Pennsylvania.

WASHINGTON, D. C., Dec. 23, 1895.

Received of John H. Bond seven dollars, ac. installment due
Aug. 11.

\$7.00.

R. L. GOODMAN, *Agent*,
Per B.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Nov. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid May 2, 1896. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, agent.

76 United Security Life Insurance and Trust Company of
Pennsylvania. H.

WASHINGTON, D. C., Nov. 11, 1895.

Received of J. H. Bond four 15/100 dollars, ac. instalment for July.

R. L. GOODMAN, *Agent*,
Per B.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Oct. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Mar. 31, 1896. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, agent.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Sept. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Feb. 1, 1896. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, per B., agent.

77 The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Aug. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Jan. 15, 1896. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, agent.

United Security Life Insurance and Trust Company of
Pennsylvania.

WASHINGTON, D. C., 7, 23, 1895.

Received of John H. Bond four dollars, account of April instll.
\$4.00. R. L. GOODMAN, *Agent*.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due July 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Dec. 16, 1895. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, per B., agent.

78 United Security Life Insurance and Trust Company of
Pennsylvania.

WASHINGTON, D. C., June 26, 1895.

Received of John H. Bond ten dollars.
\$10.00. R. L. GOODMAN, *Agent*.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due June 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Paid Nov. 11, 1895. Countersigned this — day of —, at Washington, D. C., by R. L. Goodman, per B., agent.

United Security Life Insurance and Trust Company of
Pennsylvania.

WASHINGTON, D. C., *May 30, 1895.*

Received of J. H. Bond four dollars, ac. instll. due M'ch 4th.

\$4.00.

R. L. GOODMAN, *Agent.*

79 The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due May 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer.*

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 21st day of Sept., 1895, at Washington, D. C., by R. L. Goodman, M., agent. Paid Sep. 2, 1895.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Apr. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer.*

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 21st day of Aug., 1895, at Washington, D. C., by R. L. Goodman, H., agent. Paid Aug. 21, 1895.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Mar. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

— — —, *Treasurer.*

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 12th day of July, 1895, at Washington, D. C., by R. L. Goodman, H., agent.

80 The United Security Life Insurance and Trust Company of
 Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Feb. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 30 day of May, 1895, at Washington, D. C., by R. L. Goodman, agent.

The United Security Life Insurance and Trust Company of
 Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Jan. 11th, 1895, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 30th day of Ap'l, 1895, at Washington, D. C., by R. L. Goodman, H., agent.

The United Security Life Insurance and Trust Company of
 Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Dec. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 5th day of Mar., 1895, at Washington, D. C., by R. L. Goodman, H., agent.

81 The United Security Life Insurance and Trust Company of
 Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Nov. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 18th day of Feb'y, 1895, at Washington, D. C., by R. L. Goodman, H., agent.

8343.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Oct. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 27th day of Nov., 1894, at Washington, D. C., by R. L. Goodman, H., agent.

8158.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Sep. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 31 day of Oct., 1894, at Washington, D. C., by R. L. Goodman, agent.

82

7937.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Aug. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 31 day of Aug., 1894, at Washington, D. C., by R. L. Goodman, agent.

7740.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars. the amount of the installment due July 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer.*

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 31 day of Aug., 1894, at Washington, D. C., by R. L. Goodman, agent.

7512.

The United Security Life Insurance and Trust Company of
Penusylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due June 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer.*

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 30 day of June, 1894, at Washington, D. C., by R. L. Goodman, agent.

83 United Security Life Insurance and Trust Company of
Pennsylvania.

WASHINGTON, D. C., *June 1, 1894.*

Received of John H. Bond twenty dollars, ac. May.

\$20.00.

R. L. GOODMAN, *Agent.*

R. M.

PHILADELPHIA, *May 28, 1894.*

M-. John H. Bond to United Security Life Insurance and Trust Co.
of Penna., Dr., 603 and 605 Chestnut street.

To fire-insurance premium..... 3.75
Rec'd paym't,

R. L. GOODMAN.
REETT.

84

7176.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due May 11th, 1894, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 6th day of June, 1894, at Washington, D. C., by R. L. Goodman, agent.

United Security Life Ins. & Trust Co. of Penna.

WASHINGTON, D. C., *May 5th*, 1894.

Received of J. H. Bond twenty-one 10/100 —, being amount of installment due April 11, '94, on bond No. 2093.

\$21.10.

R. L. GOODMAN.
R.

85

6748.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due March 11th, 1894, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 3rd day of Ap'l, 1894, at Washington, D. C., by R. L. Goodman, Bowles, agent.

United Security Life Ins. & Trust Co. of Penna.

WASHINGTON, D. C., *April 8th*, 1893.

Received of John H. Bond the sum of \$21.10, being amount of instalment due April 8th, 1893.

R. L. GOODMAN.
R.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Feb. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 1st day of Mar., 1894, at Washington, D. C., by R. L. Goodman, B., agent.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Jan. 11th, 1894, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 31st day of Jan'y, 1894, at Washington, D. C., by R. L. Goodman, Rend, agent.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due December 11th, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 30 day of Dec., 1893, at Washington, D. C., by R. L. Goodman, agent.

87 United Security Life Ins. & Trust Co. of Penna.

WASHINGTON, D. C., Nov. 28th, 1893.

Mr. J. H. Bond, 2214 12th St.

DEAR SIR: Please call at this office at once with regard to your overdue install's.

Yours truly,

R. L. GOODMAN.

5889.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Nov. 11th, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 29th day of Nov., 1893, at Washington, D. C., by R. L. Goodman, agent.

88

5686.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Oct. 11th, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 17 day of Oct., 1893, at Washington, D. C., by R. L. Goodman, agent.

5464.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due Sept. 11th, 1893, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 23d day of Sept., 1893, at Washington, D. C., by R. L. Goodman, agent.

5240.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due August 11th, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 5th day of Sept., 1893, at Washington, D. C., by R. L. Goodman, per Hale, agent.

89

5273.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due July 11th, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 3rd day of Aug., 1893, at Washington, D. C., by R. L. Goodman, agent.

[Stamped across face:] Duplicate.

4823.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due June 11th, 1893, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 1st day of July, 1893, at Washington, D. C., by R. L. Goodman, agent.

4615.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one 10/100 dollars, the amount of the installment due May 11, 1893, under the agreement between John H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 29 day of May, 1893, at Washington, D. C., by R. L. Goodman, agent.

90

4438.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one and 10/100 dollars, the amount of the installment due April 11th, 1893, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 8th day of May, 1893, at Washington, D. C., by R. L. Goodman, agent.

4437.

The United Security Life Insurance and Trust Company of
Pennsylvania

acknowledges the receipt of twenty-one 10/100 dollars, the amount of the installment due Marth 11th, 1893, under the agreement between J. H. Bond and the company. No. 2093.

FRANCIS HENDERSON, *Treasurer*.

[On the margin:] This receipt is not valid until countersigned by the company's agent at Washington, D. C. Countersigned this 13th day of M'ch, 1893, at Washington, D. C., by R. L. Goodman, agent.

Defendant's Testimony.

Filed Jan. 4, 1899.

AUGUST 31st, 1898—3 o'clock p. m.

Met, pursuant to adjournment, at the law offices of Nat. Wilson, Esq., to take testimony for and on behalf of the defendant in the above-entitled cause.

Present: Mr. Wilson, for the defendant; Mr. Duvall, for the complainant; the examiner and witnesses.

Whereupon ROWLAND L. GOODMAN, a witness of lawful age, being by me first duly sworn, according to law, for and on behalf of the defendant, testified as follows:

By Mr. WILSON: I produce the originals of the agreement, the bond, the deed of trust, bearing date the eighth day of March, 1893, and referred to in the answer as Exhibits One and Two and Three, and it is agreed that the copies of the same attached to the answer may be taken and received in the place of the originals, with the understanding and agreement that the originals may be produced at the hearing if required, the execution thereof being admitted.

Q. Tell, if you please, your full name and if you are the agent and representative, in the city of Washington, of the United Security Life Insurance and Trust Company of Pennsylvania; and, if so, from what time. A. My name is Mr. Rowland L. Goodman. I was their agent here from April, 1892.

92 Q. Until what time? A. Until July the 31st of the present year.

Q. And what were your duties? A. I attended the collection of installments on their loans and taking obligations for new loans generally had charge of their property and business.

Q. Did you know Mr. Bond—Mr. John H. Bond—and his wife who are parties to the deed of trust and deed that is referred to in the answer in this case? A. I know the man, but I do not know the wife.

Q. You did not know the wife? A. No, sir.

Q. When did you make Mr. Bond's acquaintance? A. About the time he made application for this loan. I could not give you the exact date.

Q. Was the application for this loan—for this particular loan—made through you? A. It passed through my office; yes, sir.

Q. And the money was sent to you? A. The settlement of the loan was made in the title company.

Q. That is, the money that is described in the bond and deed of trust was sent to the title company? A. Yes, sir.

Q. Do you know what disposition, of your own knowledge, was made of it? A. No, sir; none whatever.

Q. From the time that the loan was made, will you state if the

installments that were provided for in the deed of trust were paid to you; and, if so, up to what time? A. Well, they were paid in my office at the times shown there, as the receipts show there.

93 Q. At the times shown—at the various dates and for the various amounts? A. Yes, sir.

Q. Shown by the receipts that are in evidence here? A. Yes, sir.

Q. The receipts that are in evidence and attached to the deposition of Mr. Hensey are for all the payments that became due up to and including the installments about December the eleventh, 1895? A. I presume that if these receipts are the correct amounts, that is what they cover.

Q. Generally all the installments prior to that time you know were paid? A. Yes, sir.

Q. What personal knowledge have you in respect of the notifications that were given to Mr. Bond concerning his payments and overdue payments? A. He received the usual notice from the office, which we sent to him on printed form. I recollect one notice in particular that he received direct from Philadelphia, which notice he brought in to me and which I remember that he received, and he asked if that was final and if we were going to sell him out and if I had no power to get him a further extension.

Q. Do you know when that was? A. No, sir; I know that he received it. I could not tell you now when that was. I remember that it was a typewritten letter addressed to him direct.

Q. That he showed to you? A. He brought it down to me. He had evidently received it at his house or somewhere and brought it to me.

94 Q. Can you remember the purport of it? A. It merely notified him that he having been so long delinquent and so much time given him, that immediate steps must be taken to pay up his delinquent installments.

Q. Was the business of Mr. Bond in your office in respect to these installments and payments of the installments transacted by you with him, Mr. Bond? A. It was transacted in my office.

Q. By whom? A. Either by myself or by my clerk.

Q. Do you know personally from whom these moneys described in these receipts were received? A. I cannot recollect all. I cannot recollect all that were received—no, sir. Do you mean to say who individually made the payments?

Q. Who came over to the office to pay? A. Some were paid by Mr. Bond and some by Mr. Hensey.

Q. Do you know when Mr. Hensey—either of the Mr. Henseys—first came there to pay any of the installments that were due? A. No, sir; I kept no record of who paid them.

Q. Is there anything on the receipts to show by whom they were paid? A. No, sir.

Q. Have you any recollection of the first time that Mr. Hensey came there? A. Mr. Hensey came in several times while Mr. Bond was delinquent to ask how Mr. Bond was getting on with his payments and to ask whether he was keeping them up or not.

95 Q. When did Mr. Bond first become delinquent? Do you know how many of the payments were made on time? A. I should say that the first year of his loan, from my recollection, that he first became delinquent. It was in the first year of his loan.

Mr. DUVALL: I object to the question. The receipts speak for themselves, showing the time, the amount, and the payment.

Q. Do the receipts show dates when the money was received, as well as when the money was due? A. Yes, sir.

Q. It does? A. That one does, I know, but there are some of the receipts that do not. That will be a receipt for a partial payment, that was afterwards taken up by a complete receipt. Mr. Bond paid me ten or twelve dollars at a time as he got it.

Q. What personal knowledge have — of any condonation on the part of the company of the failures of Mr. Bond to pay the installments as they became due? A. None that I know of.

Q. What, if any, information or notice was given to Mr. Bond by you as to the application of the payments that were made in respect of the renewal of the insurance? For what purpose was the payment made and how were they applied according to your notices to him?

Mr. DUVALL: I object to the testimony. unless the action was taken and evidenced by the writing of some authoritative officer of the defendant company. I object to the verbal statement of the witness in respect to the same as incompetent testimony.

96 Mr. WILSON: Confine your answer to negotiations that occurred between yourself as the agent of the company and Mr. Bond and Mr. Hensey.

A. Mr. Bond paid me these moneys on the understanding that they were to be applied to the payments as furthestest in arrears.

Mr. DUVALL: I object the answer for the reason that the witness has stated that the company made the receipts which are in writing and which are offered in evidence.

Q. What, if any, notice was given to him by you of the forfeiture of his life insurance as to the payments—as to the application of the payment for overdue installments? A. He received the regular printed notice of the company to the effect of the forfeiture of the life insurance owing to his being delinquent in his payments.

Mr. DUVALL: I object to the answer of the witness, as it does not appear that he has any knowledge of the fact stated in his answer.

Q. State how you know that there was such a notice sent to him. A. Because Mr. Bond and myself have had frequent talks over the subject, over the question of the forfeiture of the life insurance, which Mr. Bond expressed himself as fully understanding to me personally.

Q. And what statement did he make as to having received notice to that effect? A. As I have already answered, he at one time brought one note to me that he had received.

97 Q. What, if any, statement was made by Mr. Bond to you concerning his purpose in paying his overdue installments?

A. With the idea that he would either carry the loan to the payment of thirty-six full installments, or in the event of his getting his old employment back again that he would be able to pay up all delinquent installments and reinstate himself in regular course.

Q. State if you and Mr. Bond had frequent interviews and conversations in respect to overdue installments and where they occurred.

Mr. DUVALL: I object to the question as leading.

A. Chiefly in my office.

Q. When did you last receive any money from Mr. Bond; do you remember? A. No, sir.

Q. When did you last see him? A. It must have been five or six months previous to his death.

Q. Which occurred when? A. My recollection is in June, 1896.

Q. Five or six months prior to that time? A. I cannot recollect having seen him later than that. It would be impossible for me to fix any date. It seems to me to have been a long time, though.

Q. In respect to the moneys that are described in the last two receipts in May and June, 1896, do you remember from whom you received those moneys? A. I received them from Mr. Hensey.

Q. Which one? A. I could not tell you which; it was Mr. Hensey or his son, because I know it was one of those—either Mr. Hensey or his son.

98 Q. Do you remember Mr. Hensey calling to see you after the death of Mr. Bond? A. He notified me of Mr. Bond's death.

Q. Which Mr. Hensey? A. Mr.—

Q. Mr. Hensey, who is here? A. Yes, sir.

Q. Orally or in writing? A. Orally.

Q. When was that? A. I think it was one or two days after his death.

Q. What occurred then? A. Mr. Hensey came into the office and asked me if I knew that Bond was dead, and I said no; that I had not heard it. Well, then, he is. He is dead, he said.

Q. At the time was Mr. Bond in default? A. Oh, yes, sir; yes, sir.

Q. In respect of all the payments that were due after December the eleventh, 1895? A. Yes, sir.

Mr. DUVALL: I object to the question, being a question of law.

A. I make that statement supposing that the receipt for December was the last receipt that he had.

Q. State whether any of the installments, to your knowledge, — became due after the eleventh of December were paid to the company.

A. No, sir; there were none.

99 Q. State what you know of any application made by the company or request of the company to receive single install-

ments after the death of Mr. Bond. A. Mr. Hensey sent me over a check and a letter in which he said that there were a number of installments in arrears.

Mr. DUVALL: Have you the letter?

A. No, sir; I have not; and a check accompanied for the amount stated in the letter, which check and letter I returned as received.

Q. When was that? A. That was after his death, I presume.

Q. When was that? A. That was after his death; I presume in the month of June.

Q. Then what next occurred? A. After my return of this tender?

Q. Yes, sir; after you sent him back the money. A. I do not recollect any other circumstance of the case.

Q. Was there no other tender? A. No other tender but the one.

Q. State what at the first interview after the death of Mr. Bond was said by Mr. Hensey in respect of his intention or that he would have been willing or desirous of paying the installment if he had known that Mr. Bond was going to die. A. Mr. Hensey merely remarked that if he had known that Bond was going to die that he would have paid up his installment in full.

Q. That was at the first interview? A. Yes, sir.

Q. How did you return that letter and the check? A. I returned it by my clerk in the office.

100 Q. In a letter? A. No, sir; simply returned it.

Q. And the tender was made by check? A. Yes, sir.

Q. Payable to whose order? A. That I do not recollect; I simply recollect the appearance of the letter with the check attached to it.

Q. Was any money tendered to you? A. No, sir; I do not recollect anything but the check.

Q. In respect to this life insurance, have you any knowledge of the computed surrender value of the policy according to the value tables which are kept by the United States Security Company? A. None whatever.

Cross-examination.

By Mr. DUVALL:

Q. Mr. Goodman, did you receive your commission as agent for the company in writing? Was it a written commission? A. No, sir, I came here from the home office; I was in the office in Philadelphia and came here.

Q. When was it that Bond exhibited to you the notice that he had received from the home office and asked you if it was final and if they intended to sell him out? A. I would not attempt to fix the date.

Q. Fix the time within six months if you can. A. I should say it was in August, 1895; that is a matter merely of recollection.

Q. It might have been earlier than that, might it not? A. It might have been earlier than that; yes, sir.

101 Q. Was that notice a printed notice? A. No, sir.

Q. Altogether typewritten, was it? A. It was a letter—a typewritten letter addressed to Mr. Bond, John H. Bond, at his house.

Q. Altogether typewritten? A. Yes, sir.

Q. By whom was it signed? A. Signed by the treasurer of the company, Mr. Henderson, then treasurer of the company.

Q. Do you remember any other than this notice to which you have referred? A. I would not identify any particular one, but I know that he had them—the customary slips that were then given by the company for such notification. He had received all those, for I had sent them to him.

Q. The customary slips to which you refer are not typewritten letters? A. No, sir. The reason I recollect the typewritten letters was it being an exception to the usual one.

Q. The customary slips to which you refer are the notices calling attention to the condition of the account, are they not? A. The one in use at that time in life insurance lines called attention also to the fact of the forfeiture of the life insurance by reason of a delinquency.

Q. The customary slip to which you refer is still in use in your office, is it not? A. I cannot say, sir; I have not seen any of them for a long time.

Q. When was its issue discontinued? A. That I could not tell you.

102 Q. Tell me, then, within a year A. No, sir; because I only had a very few of them in use down here at all. I do not know when the home office discontinued them at all.

Q. Are you connected with the defendant company now? A. No, sir.

Q. The customary slip to which you refer was sent to you to be sent to Bond? A. No, sir.

Q. It was sent direct to Bond? A. Yes, sir; by me. It was ordinary office supplies of stationery; those printed forms came with them and I used them until I used them up.

Q. Have you one of those forms now? A. No, sir.

Q. Can you procure one of them? A. No, sir; I do not think I could, sir, my connection with the company having ceased.

Q. The only notice of forfeiture in writing from the company addressed to Bond of which you have any knowledge, as I understand you, was the typewritten notice to which you have just referred in your testimony? A. That one was the one Mr. Bond brought to me himself. I do not know how many others were sent direct there. I would not know that.

Q. When Mr. Hensey sent you the check with the letter for the payment of the installment then due, did you object to the fact that the money was represented by a check or not—not current funds? A. No, sir.

103 Q. You simply returned the letter and the check because you felt yourself unable to accede to his proposition; is that

it? A. It was impossible for me to accept the money. The man was dead.

Q. Are you sure whether Mr. Hensey offered you current funds or a check for the installments that were due under the Bond contract to the insurance company? A. No, sir.

Q. What is your best recollection? A. Mr. Hensey having just refreshed my memory, I might say that it was with money, but I cannot recollect it.

Q. If Mr. Hensey has testified that it was current funds, money counted out to you, do you deny it? A. No, sir; I was about to remark that I was not in the office; I was not in the office when it was received; I found it there on my return.

Redirect examination.

By Mr. WILSON:

Q. You found it there when you returned, whether it was money or check, and you returned it? A. Yes, sir.

Q. Mr. Duvall has asked you about the notices that were sent to Mr. Bond, what notices you gave to him or what you said to him personally in respect to the forfeiture of his life insurance?

Mr. DUVALL: I object to the question for the reason that the witness was without authority to make any statement in respect to the subject-matter if he made any, and that any such forfeiture, if it could be made, was to be made by a written declaration by the principal concerned in the matter.

104 A. I notified Mr. Bond that his life insurance was terminated by reason of his failure to keep it up according to the dates there, and he kept on making his payments with the knowledge that at the end of the third year the principal sum of his loan would show a credit, and that was the actuating cause that made him keep the payments up as he did.

Q. In respect of your authority from the company did you have any written instructions, or did you have any commission, or what was the character of your appointment? A. I was merely sent here to take charge of the company's business.

Q. From the home office? A. Yes, sir.

Q. Did you take a license? A. I took a license and paid here.

Q. Were you the recognized representative of the company? A. I was.

Q. The sole representative? A. Yes, sir.

Recross-examination.

By Mr. DUVALL:

Q. Was there any reduction made Mr. Bond in view of the fact that you say his life insurance was no longer outstanding, or was he required by the company to pay the same amount monthly as the

original contract called for? A. He had to pay twenty-one dollars and ten cents every month.

105 Q. Without variation? A. Without variation for the full term of the contract.

ROWLAND L. GOODMAN.

Subscribed and signed for the witness by me by consent.

MASON N. RICHARDSON, *Examiner*.

Hereupon the further taking of testimony in this cause was adjourned, subject to notice.

NOVEMBER 25TH, 1898.

Met pursuant to agreement of counsel.

Present: Mr. Duvall, for the complainant; Mr. Wilson, for the defendant; the examiner, and witnesses.

Mr. WILSON: On behalf of the defendant the press-copy books of the United Security Life Insurance and Trust Company from May, 1895, to June 11th, 1895, and from July 20th, 1895, to August 27th, 1895, are here produced.

It is stipulated and agreed that the originals of the letters, copies of which are here presented and dated, respectively, March the 11th, 1895, May 27th, 1895, and August 10th, 1895, and marked Complainant's Exhibits 1, 2, and 3, respectively, were written by the defendant trust company and duly mailed to John H. Bond, whose name appears in these proceedings on the days on which the letters, respectively, bear date.

MASON N. RICHARDSON, *Examiner*.

106 ROWLAND L. GOODMAN recalled for further direct examination:

By Mr. DUVALL: I object to the further examination of this witness, inasmuch as he has been examined, cross-examined, and re-examined.

Mr. WILSON:

Q. Mr. Goodman, we have had here produced the letter-press books of the Philadelphia office, one of them showing press copy of a letter dated March 11th, 1895; will you state if after that date you saw the original of that letter, and when and where and by whom it was shown to you?

Mr. DUVALL: Objected to because the witness testified upon the subject-matter of his examination-in-chief and has been cross-examined on the same.

A. Mr. Bond brought it to me himself.

Q. When? A. I presume shortly after he got it, and he stated to me at the time he only had just received the letter and came to

ask me especially about that clause in it with reference to the forfeiture of the life insurance.

Q. Is that the occasion to which you referred to in your examination-in-chief—the conversation with him? A. That is one of the letters I referred to there in my examination-in-chief.

Q. State what became of the letters. A. Mr. Bond retained it.

107 Q. And you have never seen it since? A. I have never seen it afterwards.

Cross-examination. !

By Mr. DUVALL:

Q. You say this was the only letter which you referred to in your examination-in-chief? A. I said it was one of themth at I alluded to in my examination-in-chief.

Q. Did you allude to any other? A. I think I did.

Q. What was the other? A. I said he brought—if I recollect, I said that he brought letters and notices that — received from the home office to me.

Q. Did you not in your examination—your prior examination—say that he showed you a notice he had received from the home office with reference to selling him out, and asked you if it was final? A. I did; yes, sir.

Q. Was this the letter to which you refer? A. I will not state that that was exactly the letter; no, sir.

Q. Was it or was it not the letter to which you refer? A. Is ther- any mention made of selling him out in that letter?

Q. Answer my question. You need not look at the letter.

Mr. WILSON: He wants to test your recollection.

A. I cannot say whether that was the identical letter, because I cannot recollect whether there was any mention of selling him out.

108 Q. What was your recollection about it? A. My recollection is that Mr. Bond came and asked me about that letter, about the forfeiture of his life insurance, at one time, and that that time I believe one of those letters was to the effect that he would be sold out, and he came and asked me about that.

Q. Which was the earlier letter? A. That relating to the forfeiture of the life insurance, I think.

Q. Are you sure? A. Yes, sir.

Q. Did you, as agent of the company, receive any moneys from Bond or on his account after August 10th, 1895? A. I think I did; yes, sir.

Q. How many such payments were made and received by you? A. I am not prepared to say; I do not remember; it is a matter of book-keeping.

Q. More than one? A. Yes, sir.

Q. Were there not several, the receipts for which were before you at your prior examination? A. Yes, sir.

Q. Which you transmitted to the home office? A. Yes, sir.

Redirect examination.

By Mr. WILSON:

Q. Mr. Duvall has asked you about advertisements selling him out—a letter referring to that letter. You examined the letter, which has been shown to you today, introduced in evidence today, dated August 10th, 1895, and state if you have any recollection of seeing the original of that letter. A. That is the very
109 matter I testified about; yes, sir; I think I saw this one, too.

Q. By whom was that brought to you? A. That was brought to me by Mr. Bond also.

Recross-examination.

Mr. DUVALL: I move to strike out the testimony of the witness for the reasons stated when he was first produced this afternoon.

ROWLAND L. GOODMAN.

Subscribed and signed, by consent, by me November 29, 1898.

MASON N. RICHARDSON, *Examiner*.

Mr. WILSON: That closes my case.

EXHIBIT No. 1.

AUGUST 10TH, 1895.

Mr. John H. Bond, Washington, D. C.

DEAR SIR: We are advised by our agent in Washington, Mr. R. L. Goodman, that you are in arrears 4 instalments of \$21.10 each, though he has made repeated demands on you for same.

In view of these facts, we hereby beg to notify you that unless the said instalments are paid on or before the 20th inst. we will place the matter in the hands of our counsel with instructions to advertise and sell the property without delay.

We trust, however, that you will make payment on or before
110 above date and avoid the expense of legal proceedings. We regret that your negligence compels us to take this step.

Very truly yours,

FRANCIS HENDERSON, *Secretary*.

EXHIBIT No. 2.

MARCH 11, 1895.

John H. Bond, Esq., Washington, D. C.

DEAR SIR: Our agent, Mr. R. L. Goodman, advises us that your instalments due Jan. & Feb. have not been paid. We hereby beg leave to notify you that by reason of your failure to pay the instalments when due the insurance on your life is forfeited. If you will make payments on or before the 20th day of this month, together with the instalments falling due this day, and accompanied by a certificate of health satisfactory to this company, we will be glad to reinstate you in your contract.

We trust that you will give the matter attention as above requested.

Very truly yours,

FRANCIS HENDERSON, *Treasurer.*

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EXHIBIT No. 3.

MAY 27TH, 1895.

J. H. Bond, Esq., care of Treasury Department, Washington, D. C.

DEAR SIR: We hereby beg leave to notify you that unless your arrears are paid in full on or before the last day of this month we will place the matter in the hands of our counsel for collection.

Awaiting your attention as above requested,

Very truly yours,

FRANCIS HENDERSON, *Treasurer.*

112

DISTRICT OF COLUMBIA, *To wit:*

I, Mason N. Richardson, an examiner in chancery, do hereby certify that the foregoing deposition of Rowland L. Goodman was by me taken down in shorthand from the oral statements of the said witness at the time and place within mentioned; that said deposition was thereafter by me reduced to typewritten print, and was thereupon by me subscribed and signed for the said witness by consent and agreement of counsel first had and obtained.

That said witness was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth touching the matters and things in issue in said cause.

That I am not of counsel for any of the parties and am not interested, directly or indirectly, in the issue hereof.

That my fee for taking these depositions is, 65 folios at .25 per folio, \$16.25, which has not been paid.

MASON N. RICHARDSON,

Examiner in Chancery.

113

Stipulation. Filed Oct. 20, 1899.

In the Supreme Court of the District of Columbia.

BOND

vs.

UNITED SECURITY L. I. & T. Co.

} In Equity. No. 18517.

It is hereby stipulated and agreed that the schedule attached hereto marked "A" is a true copy of the computed surrender value table of the defendant company applicable to the agreement in evidence in use at the date of the agreement in evidence and accessible at all reasonable times to John H. Bond, one of the parties to said agreement.

NATH'L WILSON,

Sol. for Def't.

A. B. DUVALL,

Sol'r Compl't.

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SCHEDULE A.

Returned principal.

Instalments per \$1,000.

Other sums *pro rata*.

Level premium.

Number of years, 20.

The present worth of a paid-up, discounted for remainder of term
at five per cent.

No cash value for three years. Add two per cent. surrender charge.

Years.	Yearly pay- ments.	Half-yearly payments.	Quarter-yearly payments.	Monthly payments.
1.....	\$19.79	\$9.90	\$4.95	\$1.65
2.....	21.76	10.88	5.44	1.81
3.....	23.89	11.95	5.98	1.99
4.....	26.18	13.09	6.55	2.18
5.....	28.63	14.32	7.16	2.39
6.....	31.27	15.64	7.82	2.61
7.....	34.09	17.05	8.53	2.84
8.....	37.12	18.56	9.28	3.09
9.....	40.38	20.19	10.10	3.37
10.....	43.85	21.93	10.97	3.66
11.....	47.57	23.79	11.90	3.96
12.....	51.57	25.79	12.90	4.30
13.....	55.84	27.92	13.96	4.65
14.....	60.41	30.21	15.11	5.04
15.....	65.30	32.65	16.35	5.44
16.....	70.51	35.26	17.63	5.88
17.....	76.10	38.05	19.03	6.35
18.....	82.07	41.04	20.52	6.84
19.....	88.43	44.22	22.11	7.37
20.....	95.24	47.62	23.81	7.94
Total .	\$1,000.00	\$500.06	\$250.08	\$83.36

Final Decree.

Filed Jan. 8, 1900.

In the Supreme Court of the District of Columbia.

HATTIE E. BOND, Complainant,	}	Equity. No. 18517.
<i>vs.</i>		
THE UNITED SECURITY LIFE INSURANCE AND Trust Company of Pennsylvania, Def't.		

This cause came on regularly for hearing upon the bill, amended bill, answers, and testimony produced in behalf of the complainant and the defendant, and was argued by counsel for the respective parties and duly considered by the court.

Whereupon it is, this 8th day of January, A. D. 1900, by the court adjudged, ordered, and decreed that the deed of trust mentioned in the proceedings herein, executed by John H. Bond, deceased, and the complainant, his wife, March 8, 1893, and duly recorded in Liber 1788, folio 173, *et seq.*, one of the land records of the District of Columbia, and the bond executed by the said John H. Bond purporting to be secured by the said deed of trust, and the deed executed by the defendants William E. Edmontson and Constantine H. Williamson, trustees, under said last-named deed of trust to the defendant, The United Security Life Insurance and Trust Company of Pennsylvania, duly recorded in Liber 2205, folio 406, of the land records of the District of Columbia aforesaid, are, and each of them is hereby, cancelled, vacated, annulled, and set aside, and the land and premises known and described as lot one hundred and ninety-six (196), in Graff's subdivision of lots in square two hundred and seventy-one (271), in the city of Washington, D. C., is hereby forever and wholly discharged and released from the aforesaid deed of trust, deed, and bond.

And it is further ordered that the said defendant, The United Security Life Insurance and Trust Company of Pennsylvania, be, and it is hereby, perpetually enjoined and restrained from taking any proceeding against the complainant to interfere with her possession of said land and premises.

And it is further ordered that the complainant recover against said defendant, The United Security Life Insurance and Trust Company of Pennsylvania, the costs of this suit, to be taxed by the clerk of the court, and that the complainant have execution therefor as at law.

A. B. HAGNER, *Justice.*

117

Appeal.

Filed Jan. 31, 1900.

In the Supreme Court of the District of Columbia.

HATTIE E. BOND, Complainant,	}	In Equity. No. 18517.
<i>vs.</i>		
UNITED SECURITY LIFE INS. AND TRUST Company, Defendant.		

Now comes the defendant and appeals to the Court of Appeals from the decree rendered in this cause.

NATH'L WILSON AND
CLARENCE R. WILSON,
Solicitors for Defendant.

Order for Citation.

Filed Jan. 31, 1900.

In the Supreme Court of the District of Columbia.

HATTIE E. BOND, Complainant,	}	In Equity. No. 18517.
<i>vs.</i>		
UNITED SECURITY LIFE INS. AND TRUST Company, Defendant.		

The clerk will please issue citation in the above-entitled cause.

NATH'L WILSON AND
CLARENCE R. WILSON,
Solicitors for Defendant.

118 In the Supreme Court of the District of Columbia.

HATTIE A. BOND	}	No. 18517. In Equity.
<i>vs.</i>		
THE UNITED SECURITY LIFE INSURANCE and Trust Company of Pennsylvania.		

The President of the United States to Hattie A. Bond, Greeting:

You are hereby cited and admonished to be and appear at a Court of Appeals of the District of Columbia, upon the docketing the cause therein under and as directed by the rules of said court, pursuant to an appeal filed in the supreme court of the District of Columbia, on the 31st day of January, 1900, wherein The United Security Life Insurance and Trust Company of Pennsylvania is appellant and you are appellee, to show cause, if any there be, why the decree rendered against the said appellant should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Edward F. Bingham, chief justice of the supreme court of the District of Columbia, this 31st day of January, in the year of our Lord one thousand nine hundred (1900).

JOHN R. YOUNG, *Clerk.*

Service of the above citation accepted this 3d day of Feb'y, 1900.

A. B. DUVALL,
Attorney for Appellee.

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Memorandum.

January 31, 1900.—Appeal bond filed.

Order Extending Time.

Filed Mar. 17, 1900.

In the Supreme Court of the District of Columbia.

HATTIE E. BOND, Complainant,	}	No. 18517. Equity.
<i>vs.</i>		
UNITED SECURITY LIFE INSURANCE AND Trust Company of Pennsylvania, Def't.		

On application of the solicitor for the defendant, it is, this seventeenth day of March, A. D. 1900, ordered that the time for filing the transcript of the record in the Court of Appeals in this cause be, and the same is hereby, extended to the fifth day of April, A. D. 1900.

A. B. HAGNER, *Justice.*

I consent.

A. B. DUVALL,
Solicitor for Complainant.

120

Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, {
District of Columbia, } ss:

I, John R. Young, clerk of the supreme court of the District of Columbia, do hereby certify the foregoing pages, numbered from 1 to 119, inclusive, to be true copies of the originals on file and of record in said court in equity cause No. 18517, wherein Hattie A. Bond is complainant and The United Security Life Insurance and Trust Company of Pennsylvania is defendant, as the same remain and appear of record in said court.

Seal Supreme Court of
the District of Co-
lumbia.

In testimony whereof I hereunto set my
hand and affix the seal of said supreme
court this 31st day of March, A. D. 1900.

JOHN R. YOUNG, *Clerk*.

Endorsed on cover: District of Columbia supreme court. No.
982. The United Security Life Insurance and Trust Company of
Pennsylvania, appellant, vs. Hattie A. Bond. Court of Appeals,
District of Columbia. Filed Apr. 2, 1900. Robert Willett, clerk.